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# CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY  
October 16, 2023 at 6:00 PM  
Venue: City Hall

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## AGENDA

REVISED

**Revised 10/13/2023: Item #8 added; Item #16 City Attorney Robinson, Kennon and Kendron, P.A. added invoices 7517-7527;**

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

### Pledge of Allegiance

Invocation - Mayor Stephen Witt

### Roll Call

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

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

### Proclamations

1. American Pharmacists Month - October 2023

### Minutes

2. October 2, 2023 Regular Session

### Approval of Agenda

**Public Participation - 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****Presentations - None****Old Business**Ordinances**Open Public Hearing**

- [3.](#) City Council Ordinance No. 2023-2257 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 102 of the City Code of Ordinances; providing for amendments to the City's Utilities; providing for severability; providing for the repeal of conflicts; providing for codification; and providing for an effective date.

Passed on first reading 9/18/2023

**Close Public Hearing**

Adopt City Council Ordinance No. 2023-2257 on final reading

**Open Public Hearing**

- [4.](#) City Council Ordinance No. 2023-2264 (final reading) - An ordinance of the City of Lake City, Florida; implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings; adopting business impact estimate procedures, requirements, and exemptions; providing severability; providing for conflicts; and providing for an effective date.

Passed on first reading 10/2/23

**Close Public Hearing**

Adopt City Council Ordinance No. 2023-2264 on final reading

Resolutions - None

Other Items

- [5.](#) Discussion and Possible Action: Annie Mattox Park Camera Installation (Assistant City Manager Dee Johnson)
- [6.](#) Discussion of September 11, 2023 vote regarding Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (City Attorney Todd Kennon)

**New Business**Ordinances - NoneResolutions

- [7.](#) City Council Resolution No. 2023-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City by and through its Police Department to enter into an Interagency Agreement establishing a community partnership between the Florida Department of Corrections and the Lake City Police Department.
- [8.](#) City Council Resolution No. 2023-116 - A resolution of the City Council of the City of Lake City, Florida, dedicating of that portion of Long Street, being in the City limits of the City of Lake City, Florida, beginning at the intersection of NW Long Street and US 441 and ending at intersection of NW Long Street and Lake Jeffery Road to be dedicated to the memory and legacy of Mariah Reginae Smith; authorizing sign installation; providing for the adoption of recitals; and providing an effective date.
- [9.](#) City Council Resolution No. 2023-117 - A resolution of the City Council of the City of Lake City, Florida, reappointing Christopher Lydick to the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency; and providing for an effective date.
- [10.](#) City Council Resolution No. 2023-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with RS&H, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date.
- [11.](#) City Council Resolution No. 2023-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with AE Engineering, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date.

- [12.](#) City Council Resolution No. 2023-121 - A resolution of the City Council of the City of Lake City, Florida, appointing David Young as the Land Development Regulation Administrator; and providing for an effective date.
- [13.](#) City Council Resolution No. 2023-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Three to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to a septic remediation plan to the Florida Department of Environmental Protection; providing for payment for the professional services at a cost not to exceed \$36,600.00; and providing an effective date.

#### Other Items

14. Discussion and Possible Action: Salary for Interim City Manager Dee Johnson
15. Update - Collin Baenziger & Associates for City Manager search (City Attorney Todd Kennon)
- [16.](#) Informational Purposes Only - City Attorney, Robinson, Kennon and Kendron, P.A. invoices for August 2 and 3, and September 2023. Folds Walker, LLC invoice for September 2023

**Departmental Administration** - None

**Comments by Council Members**

**Adjournment**

#### YouTube Information

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

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

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

**File Attachments for Item:**

1. American Pharmacists Month - October 2023

# Proclamation

## AMERICAN PHARMACISTS MONTH OCTOBER 2023

**WHEREAS,** *Pharmacists are the most accessible health care providers delivering critical services to patients and contributing to the health and well-being of all people; and*

**WHEREAS,** *Pharmacists are best positioned to be the health care provider who ensures optimal medication therapy outcomes, and helps to ensure patients are adherent to their medication regimens, and serve as providers during public health emergencies; and*

**WHEREAS,** *With a community pharmacy located within five miles of nearly all Americans, Pharmacists and Pharmacy Personnel are best suited to work collaboratively with other health care providers and are making an impact in helping patients overcome illness and live healthier lives through chronic disease management and the fully effective use of their medicines; and*

**WHEREAS,** *Today there are over 300,000 Registered Pharmacists, over 400,000 Pharmacy Technicians, and 47,000 Student Pharmacists providing care and serving as patient advocates for ensuring access to the best and safest therapy to the patients they serve; and*

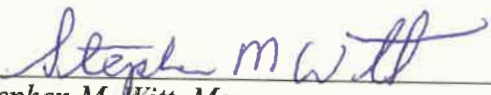
**WHEREAS,** *The Columbia County Area Association of Pharmacists, the Florida Pharmacy Association and the American Pharmacists Association have declared October as American Pharmacists Month.*

**NOW, THEREFORE, I, Mayor Stephen M. Witt, of the City of Lake City, Florida, do hereby proclaim the month of October 2023 as “American Pharmacists Month” in the City of Lake City and in doing so urge all our citizens to acknowledge the valuable services of pharmacists to provide safe, affordable and beneficial pharmaceutical care services and products to all citizens.**



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 16<sup>th</sup> day of October 2023.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

2. October 2, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on October 2, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

## PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Stephen Witt

## ROLL CALL

Mayor/Council Member City Council	Stephen M. Witt Jake Hill, Jr. C. Todd Sampson Chevella Young Ricky Jernigan
City Attorney City Manager Sergeant-at-Arms City Clerk	Todd Kennon Paul Dyal Chief Gerald Butler Audrey Sikes

## MINUTES

1. September 5, 2023 Regular Session
2. September 18, 2023 Regular Session
3. September 26, 2023 Special Called

**Mr. Sampson made a motion to approve the September 5, 2023 Regular Session, September 18, 2023 Regular Session and September 26, 2023 Special Called minutes as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

## APPROVAL OF AGENDA

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

## PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Glenel Bowden

## APPROVAL OF CONSENT AGENDA

4. Informational purposes only - Per City Manager Paul Dyal, the City of Lake City is opening negotiations with the Florida State Lodge Fraternal Order of Police, Inc.



5. Approval of travel request in an amount not to exceed \$2,400.00 for Council Member Jake Hill, Jr. to attend the Florida League of Cities FAST (Federal Action Strike Team) Fall Fly-in October 16-19, 2023 in Washington, D.C. Sufficient funds exist in 511.40 to cover cost associated with the travel.

**Mr. Sampson made a motion to approve the consent agenda consisting of items 4-5 as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

## OLD BUSINESS

### Ordinances

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2258. City Council Ordinance No. 2023-2258 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2258. No one asked to be heard on City Council Ordinance No. 2023-2258, therefore Mayor Witt closed the public hearing.**

6. City Council Ordinance No. 2023-2258 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-04, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Moderate Density (less than or equal to 4 dwelling units per acre) to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (TwentyEight Fourteen LLC) **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2258 on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-04, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from Residential, Moderate Density (less than or equal to 4 dwelling units per acre) to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2259. City Council Ordinance No. 2023-2259 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2259. No one asked to be heard on City Council Ordinance No. 2023-2259, therefore Mayor Witt closed the public hearing.

- City Council Ordinance No. 2023-2259 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an Application, CPA 23-05, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Commercial to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Real Terrace LLC) **Mr. Jernigan made a motion to approve City Council Ordinances No. 2023-2259 on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an Application, CPA 23-05, by the property owner of said acreage, under the Amendment Procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from County Commercial to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2261. City Council Ordinance No. 2023-2261 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2261. No one asked to be heard on City Council Ordinance No. 2023-2261, therefore Mayor Witt closed the public hearing.

8. City Council Ordinance No. 2023-2261 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-05, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential/Office (RO) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (TwentyEight Fourteen LLC) **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2261 on final reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 23-05, by the property owner of said acreage, and providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential/Office (RO) of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2262. City Council Ordinance No. 2023-2262 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2262. No one asked to be heard on City Council Ordinance No. 2023-2262, therefore Mayor Witt closed the public hearing.**

9. City Council Ordinance No. 2023-2262 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an Application, Z 23-06, by the property owner of said acreage; providing for rezoning from County Commercial, Intensive (CI) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Real Terrace LLC) **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2262 on final reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an Application, Z 23-06, by the property owner of said acreage, and providing for rezoning from County Commercial, Intensive (CI) to City Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Resolutions

10. City Council Resolution No. 2023-112 - A resolution of the City Council of the City of Lake City, Florida, accepting the resignation of Paul Dyal as City Manager; and providing for an effective date. Note: This resolution was tabled on 9/26/2023

**Mr. Sampson made a motion to remove City Council Resolution No. 2023-112 from the table. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

**Mr. Sampson made a motion to approve City Council Resolution No. 2023-112, accepting the resignation of Paul Dyal as City Manager. Mr. Hill seconded the motion.**

Mr. Hill encouraged Mr. Dyal to reconsider rescinding his resignation.

Mr. Jernigan wished Mr. Dyal the best in his future endeavors and stated it was a pleasure to work with him.

Ms. Young and Mayor Witt expressed thanks to Mr. Dyal.

**A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

11. City Council Resolution No. 2023-113 - A resolution of the City Council of the City of Lake City, Florida, appointing Interim City Manager; granting authority to the Interim City Manager; providing authority to Interim City Manager and City Finance Director, by joint signatures, to sign all checks and vouchers on all City

bank accounts; and providing for an effective date. **Ms. Young made a motion to appoint Dee Johnson as Interim City Manager, granting authority to the Interim City Manager, and providing authority to Interim City Manager and City Finance Director, by joint signatures, to sign all checks and vouchers on all City bank accounts. Mr. Hill seconded the motion.**

Mr. Hill reported speaking with Mr. Dyal, and agreed with him stating Mr. Johnson was well qualified to keep the City moving forward.

Mr. Jernigan stated he was positive Mr. Johnson would make the best decisions for the City.

Mayor Witt reported Jeff Shoobridge had sent his resume in for Council consideration for the interim position and expressed his confidence in Mr. Johnson as serving as Interim.

Mr. Sampson inquired with the City Attorney if the interim manager position required the same qualifications as codified in the Charter for the permanent position.

Attorney Kennon responded no, it is an interim temporary position and the qualifications for the full-time position is clearly delineated in the Code.

**A roll vote was taken and the motion carried.**

<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Other Items

- 12. Discussion and Possible Action - City Manager Hiring Process (Council Member Todd Sampson)

Mr. Sampson expressed the importance of looking quickly for a permanent manager and presented his suggested hiring process.

Mayor Witt suggested reaching out to the International City Managers Association (ICMA).

PUBLIC COMMENT: Glenel Bowden

Ms. Young spoke in opposition of looking too quickly for a permanent manager and stated Mr. Johnson needed an opportunity to work the position. She

suggested waiting six months to a year. Ms. Young would like to give Human Resources the opportunity to go through the hiring process.

Mr. Hill stated the City did not need to rush the process and it needed to be vetted. He expressed concern with the under staffing of the Human Resources Department and did not want to place additional burden on the department. Mr. Hill suggested going with a consultant and would like the City Attorney to reach out to Collin Baenziger to see if they were interested in assisting with the search.

Mr. Jernigan spoke in opposition of the Council providing guidelines on the search and stated Human Resources should provide the procedure and qualifications. Best qualified person for the position.

Mayor Witt suggested not taking longer than a month as applicants could find other jobs. He stated it is the job of the council to hire the manager and would like input from the Human Resources Department to assist with the process.

Mr. Sampson stated the council hires the manager and the Charter is specific regarding the qualifications. He stated Human Resources could be utilized for pre-screening of applicants. Mr. Sampson was not opposed to reaching out to Collin Baenziger.

Mayor Witt suggested reaching out to Collin Baenziger for a proposal before the next meeting.

Ms. Young spoke in opposition of hiring a headhunting firm.

**Mr. Hill made a motion to authorize the City Attorney to reach out to Collin Baenziger and Associates to see if they are interested in assisting with the hiring of the City Manager. Mr. Sampson seconded the motion.**

Mr. Jernigan confirmed the process of what reaching out to the firm would consist of.

City Clerk Audrey Sikes confirmed with City Attorney Todd Kennon that it would not be in violation of the procurement process if the City reaches out to Baenziger to gauge interest in assisting with the hiring of the City Manager.

**A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Nay</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

## NEW BUSINESS

### Ordinances

13. City Council Ordinance No. 2023-2264 (first reading) - An ordinance of the City of Lake City, Florida; implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings; adopting business impact estimate procedures, requirements, and exemptions; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2264 on first reading, implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings, and adopting business impact estimate procedures, requirements, and exemptions. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

### Resolutions

14. City Council Resolution No. 2023-114 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for the receipt of comprehensive planning services; providing for compensation not-to-exceed \$23,500.00; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2023-114, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for the receipt of comprehensive planning services, and providing for compensation not-to-exceed \$23,500.00. Mayor Witt seconded the motion. A roll call vote was taken and the motion failed on a 3-2 vote.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Ms. Young</b>	<b>Nay</b>

15. City Council Resolution No. 2023-115 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$15,448.00; providing for the procurement of equipment for the use and benefit

of the Police Department; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-115, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$15,448.00, and providing for the procurement of equipment for the use and benefit of the Police Department. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

**Mr. Sampson           Aye**  
**Mr. Jernigan           Aye**  
**Mr. Hill                Aye**  
**Ms. Young             Aye**  
**Mayor Witt            Aye**

**DEPARTMENTAL ADMINISTRATION**

- 16. Discussion and Possible Action: Approval to pay retainer fee in the amount of \$298,821.19 to Legacy Water Works for SR47/I75 Project (Director of Distribution and Collections Brian Scott)

Mr. Dyal reported all work was complete and satisfactory.

**Mr. Hill made a motion to approve to pay the retainer fee in the amount of \$298,821.19 to Legacy Water Works for the SR 47/I75 Project. Mr. Sampson seconded the motion.**

Mr. Sampson thanked Mr. Dyal and staff for working on this project and its completion.

**A roll call vote was taken and the motion carried.**

**Mr. Hill                Aye**  
**Mr. Sampson         Aye**  
**Ms. Young            Aye**  
**Mr. Jernigan         Aye**  
**Mayor Witt           Aye**

**COMMENTS BY COUNCIL MEMBERS**

Mayor Witt announced National Night Out would be held tomorrow, October 3 from 5:00 PM – 8:00 PM.

Mr. Jernigan inquired about the arrangements for Corporal Parisi. Chief Butler reported he would release a notice tomorrow, October 3, as to the arrangements.

Mr. Hill expressed his gratitude towards Mr. Dyal.



Mr. Dyal stated it was a great pleasure to serve the Council and said he would miss everyone, especially staff, who was the City's biggest asset. He recommended Assistant City Manager Dee Johnson for the permanent position of City Manager.

ADJOURNMENT

**Mr. Jernigan made a motion to adjourn at 6:52 PM. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

3. City Council Ordinance No. 2023-2257 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 102 of the City Code of Ordinances; providing for amendments to the City's Utilities; providing for severability; providing for the repeal of conflicts; providing for codification; and providing for an effective date.

Passed on first reading 9/18/2023

**ORDINANCE 2023-2257**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 102 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE CITY'S UTILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted rules of its meetings in 1968, and said rules were codified in the City Code of Ordinances and from time to time said rules have been amended; and

**WHEREAS** the City Council adopted Ordinance 1993-735 which established a Chapter of the City Code for Utilities; and

**WHEREAS** the City Council finds that it is in the best interests of the citizens of the City of Lake City that Chapter 102 be updated and amended; and

**WHEREAS** the City Council further finds that it is in the best interests of the citizens of the City of Lake City to amend Chapter 102 of the City's Utilities.

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

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

**Section 2.** The following Chapter 102 of the City Code of Ordinances titled "Utilities" is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Chapter 102 - UTILITIES**

Article I. – General

Article II. – Fees; Deposits; Charges

Article III. – Water Service

Article IV. – Sewer Service

Article V. – Gas Service

Article VI. – Reclaimed Water Distribution System

Article VII. – Storm-water Management Utility System

**Charter reference—** Public utilities, § 201(i).

**Cross reference**— ~~Special standing advisory committees and advisory boards, § 2-48;~~ General duties of director of public works, § 2-147; buildings and building regulations, Ch. 22; plumbing, § 22-161 et seq.; fire prevention and protection, Ch. 46; floods, Ch. 50; franchise agreements, Ch. 52; health and sanitation, Ch. 54; personnel, Ch. 70; planning, Ch. 74; solid waste, Ch. 83; streets, sidewalks and other public places, Ch. 86; subdivisions, Ch. 90; public service tax, § 94-61 et seq.

**State Law reference**— Public utilities, F.S. Ch. 366; water and wastewater systems, F.S. Ch. 367; water resources, F.S. Ch. 373; drinking water, F.S. § 403.850 et seq.

## **ARTICLE I.**

### **Sec. 102-110- GENERAL**

#### **Sec. 102-110.1- Declaration of policy.**

(1) The City owns, operates, maintains and has proprietary authority over a utility system consisting of a water supply and distribution system, sanitary sewer collection and disposal system, natural gas distribution system, reclaimed water distribution system and stormwater collection system, including the necessary fixtures, plants, facilities and other apparatus appurtenant to and a part of such systems, which is operated, maintained and administered as one comprehensive utility system.

(2) Pursuant to the provisions of Subsection 180.02(3), F.S., there is hereby created the following described service area or zone in which the city shall have the authority to execute its corporate powers over the utility system: All lands inside the corporate limits of the city and all lands equal to or less than 5 miles outside the corporate limits of the City. Only lands now being served with a similar component of the utility system by any local government or private company defined in subsection 180.05 and 180.06, F.S. are excluded.

(3) All system facilities and appurtenances within dedicated public right-of-way's or easements when constructed or accepted by the City shall become and remain the property of the City. All facilities that have been conveyed, dedicated or transferred to and accepted by the City shall become the property of the City and will be operated, maintained and repaired by the City.

(4) No applicant or customer shall by payment of any charges provided herein, or by causing any construction of facilities accepted by the City, acquire any interest or right in any such facilities or any portion thereof, other than the privilege of having his/her/its property connected to the City's system in accordance with this article.

(5) The City shall inspect and keep its facilities in good repair, but assumes no liability and shall be held harmless for any damage caused by the system that is

beyond the control of normal maintenance or due to situations not previously reported to the department. This shall include damage due to breaking of the pipes, poor quality of water caused by unauthorized or illegal entry of foreign material into the system, faulty operation of fire protection facilities, or other reasons.

(6) When system lines and appurtenances are initially installed by a person or entity other than the City, said lines and appurtenances will not be accepted by the City unless the facilities are within a dedicated public right-of-way or easement and constructed by a licensed contractor. Additionally, a system performance bond for a performance period of not less than 12 months will be required prior to acceptance of the system by the City. Any new easement, licensed or permitted area, shall be adequately sized to accommodate construction and maintenance of any system component. No obstruction of whatever kind shall be planted, built, or otherwise created within the limits of the easement, right-of-way, licensed or permitted area.

(7) In order to maintain, replace, expand and improve the utility system for the purpose of preserving the public health and safety of the citizens and inhabitants of the City and County and to ensure the continued supply of the essential services provided by the facilities of the utility system, it is necessary and essential that the City establish criteria for activities related to the connection, use, unlawful use, and enforcement of violations of the utilities system. Therefore, the City shall have regulatory authority over:

(a) The original installation, subsequent additions, alterations, changes in construction or materials, upgrades or demolition of all physical facilities on private property which connect to the utility system such as, but not limited to, grease traps, sand traps, and retention ponds.

(b) The volume, strength, characteristics, screening and pretreatment of all liquid and other waste materials originating on private property and being discharged into the utility system.

(c) The design, construction, operation, and maintenance of, but not limited to, effluent structures, regulator tanks, metering devices, screening, pretreatment equipment and processes located on private property, which discharge or connect to the City utility system, in addition to any other local, state or federal regulatory agency or entity.

(8) Except as otherwise provided herein, the ~~Executive Director of Utilities~~ City Manager/Assistant City Manager(EDU) shall administer, implement, and enforce the criterion, rules and requirements of this chapter. The City Manager/Assistant City ManagerEDU shall also authorize, issue and deny permits and licenses under the criteria, rules and requirements of this chapter. Any powers granted to or duties imposed upon the City Manager/Assistant City ManagerEDU may be delegated by the City Manager/Assistant City ManagerEDU to other City personnel such as, but limited to, ~~the City Engineer, Assistant Utility Director, and/or Utility Department Division Directors.~~

(9) To insure that the provisions of the City's ordinances, regulations and procedures are being observed, duly authorized employees of the City bearing proper credentials and identification shall have the right and shall be permitted to enter upon all properties for the purposes of testing, inspection, observation, measurement, sampling, records examination and copying to determine whether the user is complying with all requirements of this chapter, any permit or order issued hereunder and/or for removing any portion of the utility system in accordance with the provisions of this chapter. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, duly authorized employees of the City bearing proper credentials and identification will be permitted to enter without delay for the purposes of performing specific responsibilities.

(a) In all cases, duly authorized staff shall have the right to enter any property to perform assigned duties outside of buildings and structures without landowners or occupants being present.

(b) In all cases, duly authorized City officials shall have the right to enter any nonresidential structure, for the purpose of inspecting for cross connections, or any other possible violation when there is a reasonable cause to believe that an ordinance or regulation is being violated. Inspections where there is a reasonable cause to believe that an ordinance or regulation is being violated shall be at such times and shall occur with such frequency as is necessary to establish that an ordinance or regulation is or is not being violated. The customer, user, or property owner shall be present when duly authorized staff must perform assigned duties inside buildings and structures. The authorized City officials shall first seek the permission of the owner, operator or manager of the premises.

(c) Inspections without cause to believe that an ordinance or regulation is being violated shall be at reasonable times and shall not exceed a reasonable frequency. The customer, user, or property owner shall be present when duly authorized staff must perform assigned duties inside buildings and structures. The authorized City officials shall first seek the permission of the owner, operator or manager of the premises.

(d) Each customer of the comprehensive utility system shall, by acceptance of the services provided by the system, give consent to City officials to enter upon such premises in accordance with this subsection.

(e) Refusing to permit an authorized official of the City to enter onto the premises for the purposes of inspecting, observing, measuring, sampling, testing, and/or removing any portion of the utility system shall be grounds for immediate discontinuance of water, sewer, gas and/or reclaimed water services.

(f) If the authorized City official has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable

cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of an inspection and/or sampling program of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the City Manager/Assistant City Manager~~EDU~~, may seek issuance of an inspection warrant pursuant to F.S. §933.20 et seq. (Ord. No. 2012-2027, §1, 8-20-12)

(10) The City Manager/Assistant City Manager~~EDU~~, at his/her sole discretion, shall have the right to deny any application or extend services when it is determined that it is not in the best interest of the City to provide for such service based upon, but not limited to, budgetary or manpower constraints, physical limitations, unavailability of services or inadequate capacity for wastewater treatment.

(11) The City Manager/Assistant City Manager~~EDU~~ may extend or make additions to the utility systems, beyond the distances or thresholds found in subsection 102-110.6(1) of this chapter, if he determines that it is a benefit to the City to do so.

(12) Any decision made by the City Manager/Assistant City Manager~~EDU~~ pursuant to this chapter, may be appealed to the Utility Advisory Committee~~City Council~~. ~~Any decision made by the Utility Advisory Committee may be appealed to the City Council~~ for a final and binding decision, if necessary.

(13) When authorized City officials are performing duties required by this chapter, the individual shall not be held personally liable by customers, users, or land owners. In addition, the City shall not be held liable for any fine or penalty imposed by this chapter for failure to perform such duty.

(Ord. No. 2007-1099, § 1, 3-5-07) (Ord. No. 2009-1178, § 4, 3-2-09; Ord. No. 2012-2028 , § 1, 8-20-12) (Ord. No. 93-735, § 1(28-1), 9-7-93) (Ord. No. 2007-1099, § 1, 3-5-07) (Ord. No. 2012-2027, §1,8-20-12)

**Sec. 102-110.2 – Abbreviations and Definitions.**

(1) The following words, terms and abbreviations shall have the meanings described herein.

(a) Abbreviations

AWWA	American Water Works Association
BOD	Biochemical Oxygen Demand
BMP	Best Management Practice
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand

DEP	Department of Environmental Protection
DRI	Developments of Regional Impact
EPA	U.S. Environmental Protection Agency
ERU	Equivalent Residential Unit
F.A.C.	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
F.S.	Florida Statutes
Gpd	Gallons Per Day
mg/l	Milligrams Per Liter
NPDES	National Pollutant Discharge Elimination System
OGMP	Oil and Grease Management Program
PGA	Purchase Gas cost Adjustment
POTW	Publicly Owned Treatment Works
PPM	Parts Per Million
PUD	Planned Unit Development
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SRWMD	Suwannee River Water Management District
TSS	Total Suspended Solids
U.S.C.	United States Code
WPCF	Water Pollution Control Federation

**(b) Definitions**

*Act or the Act* shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.



*Applicant* shall mean the person, organization or corporation who submits an application, requesting services from the utility system be made available at a specific location, and thereby agrees to pay for all such services at that location.

*Approval Authority* shall mean the Department of Environmental Protection.

*Approving Authority* shall mean the City Council, City Manager, ~~EDU~~Assistant City Manager, or other designated official of the City.

*Authorized Representative of the user* shall mean:

- a. If the user is a corporation:
  - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation and who is in fact a legal agent of the corporation; or
  - ii. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements, and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
- c. If the user is a federal, state, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- d. The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

*Available* shall mean that a functioning sewer, water, stormwater, reclaimed water, or gas distribution main is located within one hundred feet of the property to be served.

*Backflow Prevention Device* shall mean a device installed at the customer's potable water meter to prevent the flow of any contaminated fluids into the public water system.

*Back Flush* shall mean the act of returning previously removed material to a grease interceptor or trap.

*Baffles* shall mean the interior or exterior walls of a storm water inlet, grease interceptor or trap that deflects, checks or regulates flow.

*Beneficiaries of Stormwater Management Utility Services* shall mean all developed property in the stormwater service area which benefit by the acquisition, management, maintenance, extension, and improvement of the public stormwater systems and regulation of public and private stormwater systems, facilities and activities related thereto, or which will ultimately benefit by the City's stormwater management program. Such benefits may include but are not limited to the provision of adequate systems and programs to ensure the proper collection, control, conveyance, detention, retention, treatment, and release of stormwater runoff, reduction of hazards to property and persons, and improvement of the general health, safety and welfare of the community.

*Best Management Practices* or *BMP's* shall mean schedules of activities, prohibitions of practices, maintenance procedures and other management practices to implement the prohibitions listed in Section 2.1 A and B [40 CFR 403.5(a)(1) and (b)] and the Florida Erosion and Sediment Control Inspector's Manual. BMP's include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, drainage from raw materials storage or erosion and sediment. [Note: BMP's also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical pretreatment standards and effluent limits.

*Biochemical Oxygen Demand* shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees Celsius. The laboratory determinations shall be made in accordance with procedures set forth in the Standard Methods.

*Bypass* shall mean the intentional diversion of waste streams from any portion of a user's treatment facility.

*Categorical Pretreatment Standard* or *Categorical Standard* shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR Chapter 1, Subchapter N, Parts 405-471.

*Certified Backflow-Prevention Tester or Certified Backflow-Prevention Specialist* shall be a person holding a valid and current certification by the American Backflow Prevention Association.

*Characteristics* shall mean, but shall not be limited to, BOD, COD, pH, suspended solids, settleable solids, total solids, fixed solids, chlorine demand, and objectionable items described in this article.

*Chemical Oxygen Demand* shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the oxidation of inorganic matter satisfied to 97.5 percent during 24 hours at a temperature of 20 degrees Celsius, in accordance with procedures set forth in Standard Methods.

*Chlorine Requirement* shall mean the amount of chlorine, in parts per million by weight, which must be added to sewage and/or industrial waste to produce a specified residual chlorine content, or to meet the requirements of some other objective, in accordance with procedures set forth in Standard Methods.

*City* shall mean the City of Lake City, Florida.

*City Council* shall mean the duly elected members of the City Council of the City of Lake City, Florida.

*City Utilities* shall mean the utility system owned and operated by the City of Lake City.

*Commercial Consumer, Commercial, Commercial User, or Nonresidential User*, all shall mean any consumer other than a residential user or residential unit.

*Consumer* shall mean the person or persons who actually receive, utilize and/or contribute, to the utility system.

*Control authority* shall mean the City of Lake City.

*Control Effluent Structure* shall mean a permanent structure installed in the building sewer for the purpose of screening, measuring and sampling industrial waste.

*Cooling Water* shall mean the clean wastewater from air conditioning, industrial cooling, condensing and similar apparatus and from hydraulically powered equipment. In general, cooling water will include only water which is sufficiently clean and unpolluted and capable of being discharged, without treatment or purification, into any natural open stream or watercourse without offense.

*County* shall mean Columbia County, Florida.

*Cross Connection* shall mean any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage, or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeable devices and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross connections.

*Customer* shall mean the owner(s) of the property being served, who may also be referred to as the “user”.

*Daily Maximum* shall mean the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

*Decanting* shall mean the act of returning water to a grease interceptor or trap that has been separated from the waste removed from a grease interceptor or trap.

*Delivery Points* shall mean the points of connection of the city's reclaimed water system to the user's irrigation system.

*Developed Land* shall mean all property in the stormwater service area altered from a natural state by clearing, grading, paving, compaction, construction of structures, impervious surfaces or drainage works so that stormwater runoff from the property is changed in quantity, quality, or point of discharge from that which would occur in the natural condition.

*Developer* shall mean any person or legal entity engaged in the business of making improvements to or subdividing real property to which services from the utility system are to be rendered by the City.

*Distribution Mains* shall mean those conduits used to supply potable or reclaimed water to service lines from the pumping station or treatment plant.

*District* shall mean the Suwannee River Water Management District.

*Dwelling* shall mean a living unit, house, mobile home, apartment or building used primarily for human habitation. Dwelling shall not include dormitories, rooming houses, business or industrial facilities, hotels, motels, tourist courts or other accommodations for transients,

*Emulsions* shall mean a mixture of two immiscible (non-blendable) substances. One substance (the dispersed phase) is dispersed in the other the continuous phase. Examples of emulsions include butter and margarine, milk and cream, espresso, mayonnaise.

*Equivalent Residential Unit* shall mean the basic unit for the computation of stormwater service charges and is defined as 2,087 square feet of impervious area, which represents the estimated average impervious area for all single-family residential parcels in the stormwater service area. The ERU shall serve as a reference from which an equitable distribution of the cost of services and facilities can be made among all properties in the stormwater service area through a stormwater management service fee rate methodology. All single-family residential parcels in the stormwater service area will each be billed as one ERU. All nonresidential parcels in the stormwater service area will be billed based upon the ERU equivalency factor on the parcel.

*Equivalent Residential Unit* shall mean the average estimated daily demand of a residential dwelling unit, as described in the Florida Administrative Code 64E-6.008, table II, for estimated domestic sewage flows. Presently, one ERU equals 250 gallons per day.

*ERU Equivalency Factor* shall mean the ratio of the square feet of impervious surface on the parcel compared to the square feet of impervious surface in one ERU.

*Environmental Protection Agency* shall mean the U.S. Environmental Protection Agency

~~*Executive Director of Utilities (EDU)* shall mean the Director of the Lake City Utilities Department. The person designated by the City to supervise the operation of the Publicly Owned Treatment Works (POTW), and who is charged with certain duties and responsibilities by this article.~~

*Existing Source* shall mean any source of discharge, the construction or operation of which commenced prior to the publication by DEP of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Rule 62-625, FAC.

*Fixed Solids* shall mean residue remaining after burning off volatile solids at 1,200 degrees Fahrenheit.

*Force Main* shall mean a pipeline on the discharge of a pump carrying sewage flow under pressure.

*Garbage* shall mean the residue from the preparation and dispensing of food, and from the handling, storage and sale of food products and produce.

*Grab sample* shall mean a sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

*Ground Garbage* shall mean the residue from the preparation, cooling and dispensing of food for commercial or industrial purposes.

*Hydrologic Response of a Property* shall mean the manner and means whereby stormwater collects, remains, infiltrates, and is conveyed from a property. It is dependent on a number of factors, including but not limited to the size, shape, topography, vegetation, superficial geologic conditions, antecedent moisture conditions, groundwater conditions, and presence of impervious or semi-impervious surfaces on the property.

*Impact Fees* shall mean the charges as provided in section 102-210.4 of this chapter and those fees imposed and collected to provide for the expansion of the utility system necessary to provide service to additional utility customers.

*Impervious Surfaces* shall mean those areas in the stormwater service area which prevent or impede the infiltration of stormwater into the soil as it entered in natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, concrete, asphalt, sidewalks, walkways, patio areas, driveways, compacted gravel and soil surfaces, and other surfaces which prevent or impede the natural infiltration or stormwater runoff patterns which existed prior to development. Impervious surfaces shall also include semi-impervious areas such as lime rock and millings.

*Indirect Discharge or Discharge* shall mean the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act.

*Industrial Wastes* shall mean the liquid or water-carried wastes of any business or commercial operation or industrial process not clearly included within the definitions of sanitary sewage, stormwater, cooling water or subsoil drainage.

*Instantaneous limit* shall mean the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

*Interference* shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the city's DEP and/or NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the

following statutory/regulatory provisions or permits issued thereunder, or any more stringent state regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title 11 commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

*Irrigation System* shall mean an underground system with permanently placed sprinkler devices. Below-ground hose bibs contained in a locked valve box will be permitted in conjunction with an underground sprinkler system for specific purpose. Request for lock box must be made in writing to City utilities. Lock box and apparatus must be purchased from the City utilities and installed in accordance with the City utilities reclaimed water regulations. Above ground hose bibs (faucets) with hoses and sprinklers shall not constitute an irrigation system.

*Local Limit* shall mean specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFD 403.5(a)(1) and (b).

*Lot* shall mean a part of a subdivision or any other parcel of land intended as a unit for building, development or transfer of ownership or both. Parcels of land less than one acre for commercial projects or multifamily dwellings and parcels of land for each single-family dwelling shall be considered lots.

*Medical Waste* shall mean Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

*Meter* shall mean the measuring device installed, operated, maintained and owned by the City on a service line for the purpose of accurately measuring usage by a customer.

*Mobile Home* shall mean a detached residential dwelling designed for long-term occupancy and intended to be transported after fabrication on streets and highways on its own wheels or on a flatbed or other trailer and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy, except for minor and incidental unpacking and assembly operations, location on jacks or permanent foundation, connection to utilities and the like.

*Mobile Home Park* shall mean a parcel of property zoned under the provisions of applicable City or County regulations, whose allowed and recognized use is the business of renting spaces or lots upon which mobile homes are placed and occupied as single-family dwellings and shall include any

associated common facilities and/or areas such as, but no limited to, offices, laundry and recreational facilities, restrooms, and pool houses.

*Modified Source* shall mean the construction on a site at which an existing source is located and results in a modification rather than a new source, if the construction does not create a new building, structure, facility, or installation but otherwise alters, replaces, or adds to existing process or production equipment.

*Motel* shall mean motor hotel, tourist court and/or transient accommodations primarily for those persons traveling by automotive vehicles and consisting of two or more units or buildings designed to provide sleeping accommodations and with customary accessory uses. A building or group of buildings for travelers to stay in which the rooms are usually reached directly from an outdoor parking area.

*Multifamily* shall mean dwellings such as triplexes, quadraplexes, townhouses, condominiums, apartment buildings, apartment complexes or areas of intensified dwelling.

*New Source* shall mean any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that the building, structure, facility, or installation is constructed at a site at which no other source is located; or the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, shall be considered. New source shall also mean the building, structure, facility, or installation constructed at a site at which no other source is located; or the building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or the production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, shall be considered.



*New Source Construction* shall mean construction of a new source as defined under this paragraph has commenced if the owner or operator has begun, or caused to begin, as part of a continuous on-site construction program, any placement, assembly, or installation of facilities or equipment; or significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

*Noncontact Cooling Water* shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, finished product, or to which the only pollutant added is heat.

*Nonresidential Parcel* shall mean any developed property not fitting the definition of single-family residential parcel contained in this section and such property shall be deemed and treated as a nonresidential parcel for the purposes of stormwater management service charges. Nonresidential parcels shall include, but not be limited to, boarding houses, hotels and motels, houses used primarily for commercial purposes, commercial properties which include dwelling units, storage areas, railroad rights-of-way, parking lots, park and recreation properties, public and private schools, hospitals and convalescent centers, office buildings, retail businesses, lands in agricultural use which alters the natural hydrologic response, water reservoirs and wastewater treatment plants.

*Off-site Facilities* shall mean those components of the utility system located outside the customer's property.

*On-site Facilities* shall mean those components of the utility system located within the customer's property.

*Parts Per Million* shall mean a weight-to-weight ratio. The parts per million value multiplied by the factor 8.345 shall be equivalent to pounds per million gallons of water.

*Pass Through* shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's, FDEP and/or NPDES permit, including an increase in the magnitude or duration of a violation.

*Person* shall mean any and all persons, natural or artificial, including any individual, firm, company, municipal or private corporation, association,

society, institution, enterprise, governmental agency, partnership, organization, group, trust, estate, or other entity of any kind; or their legal representatives, agents, or assigns.

*Pollutant* shall mean dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

*Pretreatment* shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard or as prohibited by Rule 62-625.410(5), FAC.

*Pretreatment Requirements* shall be any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

*Pretreatment Standards or Standards* shall mean prohibited discharge standards, and categorical pretreatment standards, and local limits by FDEP established in Rule 62-625.400, FAC.

*Prohibited Discharge Standards or Prohibited Discharges* shall mean the absolute prohibitions against the discharge of certain substances; established by Rule 62-625.400, FAC.

*Property* shall mean the land or improvements upon the land which the applicant or customer is the owner, or over which the applicant or customer has legal authority to control sufficiently to authorize application for services from the utility system.

*Property Owner, or Owner of Property, or Owner* shall mean both the owner of fee in any real estate and also all tenants, lessees or others in control or possession and use of the property in question, or any interest therein, and his, her, it's or their agents or representatives as the interest, duties, powers or liabilities of each may be.

*Publicly Owned Treatment Works (POTW)* shall mean a treatment works, as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of

a liquid nature and any conveyances which convey wastewater to a treatment plant.

*Pumping Stations* shall mean a structure housing pumps and appurtenances to lift sewage from a low level to a higher level sewer and/or waste treatment facilities.

*Reclaimed Water* shall mean wastewater that has received at least advanced secondary treatment, in accordance with chapter 62-610, F.A.C., and is reusable after flowing out of a wastewater treatment facility

*Regulator Facility* shall mean a structure, and related appurtenances whose function is to limit the flow and/or slugs to a sewer and/or waste treatment facility to a predetermined waste strength.

*Residence, Residential Dwelling or Residential Unit* shall mean any property, structure, building, improvement, or premise used by a customer as the customer's principal separate independent dwelling or housekeeping unit, whether owned, rented or leased, and containing sleeping, kitchen and sanitary facilities. Each apartment and/or mobile home so used constitutes a residence or residential unit.

*Reuse* shall mean the deliberate application of reclaimed water, in compliance with the state department of environmental protection rules, for a beneficial purpose.

*Scavenger waste* shall mean putrid or offensive matter, the contents of privies, septic tanks and cesspools and all other materials and substances, chemicals or chemical compounds and/or industrial waste not allowed to be discharged into the sewer system.

*Senior Citizen* shall be defined as any person who is the owner or occupant of a residential unit who has reached the age of 65 years.

*Septic Tank Waste* shall mean any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

*Service* shall mean the readiness and ability on the part of the City to furnish gas, reclaimed water or water to, or collect sewer or stormwater from the customer on demand. Thus, the maintenance of the utility system at the point of delivery or presence of the utility system at the point of collection shall constitute the rendering of service irrespective of whether the customer makes any use thereof.

*Service Line* shall mean the conduit for water, reclaimed water or gas from the distribution main to the property line.

*Setback or Setback Distances* shall mean the distance between the wetted site area subject to land application of reclaimed water, and surface waters and potable water supply wells, as required by the provisions of Ch. 62-610.471, F.A.C. Setback shall also mean the distance from a structure or object that there shall be no construction or obstructions.

*Severe Property Damage* shall mean substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. Sewage disposal system, private, means any privately-owned facility or system used for the treatment and disposal of sewage and/or industrial waste.

*Sewage* shall mean human excrement and gray water (household showers, dishwashing operations, etc.).

*Sewage, Normal or Normal Sewage* shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, having the following limiting chemical characteristics:

- a. BOD five-day 20 degrees Celsius: 200 ppm (maximum 450 ppm).
- b. Suspended solids: 200 ppm (maximum 350 ppm).
- c. Hydrogen ion concentration: pH 5.0 to 9.5.
- d. Chlorine demand: (30 minutes room temperature) 25 ppm.
- e. Grease: 100 ppm.

*Sewage, Sanitary or Sanitary Sewage* shall mean sewage, which is derived principally from dwellings, business buildings, and institutions, excluding stormwater and surface water and industrial wastes.

*Sewage Treatment Works* shall mean any arrangement of devices and structures for treating sewage, industrial wastes and sludge.

*Sewer* shall mean a pipe or conduit for conveying sewage or any other waste liquids, including stormwater, surface water and groundwater drainage to the systems designed to carry this waste.

*Sewer, Combined or Combined Sewer* shall mean a sewer receiving a mixture of stormwater and sanitary sewage with or without industrial wastes.

*Sewer Connection* shall mean the connecting sewer pipe installed by the City from the sanitary sewer in the street, alley, or right-of-way to the point of connection with the building sewer.

*Sewer Main* shall mean that part of the sewer system intended to serve more than one sewer connection and located within public space, public right-of-way or public easement.

*Sewer, Private or Private Sewer* shall mean a sewer, either in private property or in a public street, which has not been constructed by a public agency.

*Sewer, Public or Public Sewer* shall mean a sewer provided by or subject to the jurisdiction of the City. It shall also include sewers within or outside the boundaries that serve one or more persons and ultimately discharge into the City sanitary or combined sewer system, even though these sewers may not have been constructed with City funds.

*Sewer, Sanitary or Sanitary Sewer* shall mean a sewer that conveys sewage or industrial wastes or a combination of both, and into which stormwater, surface water and groundwater, or unpolluted industrial wastes are not admitted.

*Sewer, or Storm Sewer* shall mean a sewer that carries stormwater, surface water and groundwater drainage and cooling water from air conditioning systems but excludes sewage and polluted industrial wastes.

*Sewer system* shall mean all facilities owned by the City for collecting, pumping, treating, and disposing of sewage and industrial wastes.

*Sewer Tap* shall mean the horizontal pipe extending from the tap into a sewer connection constructed by the City to the building or house on private property.

*Significant Industrial User* shall mean a user that upon a finding that the user is meeting the criteria in a. through d. below, has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in Rule 62-625.500(2)(e), F.A.C., determine that such user should not be considered a significant industrial user.

a. Is subject to categorical pretreatment standards; under Rule 62-625.410, F.A.C., and 40 CFR chapter 1, subchapter N which has been adopted by reference in Rule 62-660, F.A.C.

b. Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blow-down wastewater);

c. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

d. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

*Single-Family Residential Parcel* shall mean one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family, shall be located on one or more legal lots as defined by the City zoning code, and shall include houses, duplexes, manufactured housing and motor homes located on individual lots.

*Sludge* shall mean settled material found on the bottom of a grease interceptor or trap.

*Slug* shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation.

*Slug Load* shall mean any discharge of a non-routine, episodic nature at a flow rate or concentration which could cause a violation of the prohibited discharge standards.

*Standard Industrial Classification Code* shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

*Standard Methods* shall mean the "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Water works Association and the Water Pollution Control Federation. Standard Methods means the examination and analytical procedures set forth in the most recent edition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Water Works Association and the Water Pollution Control Federation.

*Stormwater* shall mean any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

*Stormwater Attenuation Credit* shall mean a credit against the ERU equivalency factor for a nonresidential parcel for attenuation of the hydraulic

response of the property achieved by properly permitted stormwater runoff attenuation facilities, systems and/or structures installed by the property owner.

*Stormwater Management System* shall mean the public stormwater collection system by which the City manages and controls stormwater within the stormwater service area. The system includes management services such as engineering, designing, permitting, planning, and reviewing stormwater-related infrastructures; operation, maintenance, repair and replacement of the infrastructure; and the improvement or enhancement of the infrastructure.

*Stormwater Management Utility* shall mean the entity set up by the City to administer the stormwater management system. *Stormwater runoff* means that portion of the rainfall that is drained into the storm sewers.

*Stormwater Service Area* shall mean all land within the corporate limits of the City of Lake City and the Lake City Municipal Airport property owned by the City and any other land owned by the City for which the City provides stormwater management services.

*Street* shall mean streets, avenues, drives, boulevards, roads, alleys, lanes, viaducts and all other public highways in the City.

*Structure* shall mean any object that is constructed or assembled.

*Total Suspended Solids or Suspended Solids* shall mean solids that either float on the surface of, or are in suspension in water, sewage, wastewater, industrial waste, or any other liquid, and which are removable by a filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in Standard Methods.

*Undeveloped Parcel* shall mean parcels with land in an unaltered natural state or which has been modified to such minimal degree as to have a hydrologic condition comparable to land in an unaltered natural state shall be deemed undeveloped. Undeveloped land shall have no pavement, asphalt, or compacted gravel surfaces or structures which create an impervious surface that would prevent infiltration or cause stormwater to collect, concentrate, or flow in a manner materially different than which would occur if the land was in an unaltered natural state.

*Unpolluted Water or Unpolluted Liquids* shall mean any water or liquid containing none of the following: free of emulsified grease or oil; acids or alkalis; substances that may impart taste and odor or color characteristics; toxic or poisonous substances in suspension, colloidal state or solution; odorous or otherwise obnoxious gases. It shall contain no more parts per million by weight of dissolved solids, and no more parts per million each of suspended solids or biochemical oxygen demand than the raw water supply. Analytical

determinations shall be made in accordance with procedures set forth in Standard Methods.

*User* shall mean any nonresidential establishment that prepares, processes or serves food or food products and any nonresidential establishment that has the potential to discharge wastes containing residual petroleum-based oil and grease and shall include owners of multifamily dwellings, such as triplexes, quadraplexes, townhouses, condominiums, apartment buildings and apartment complexes.

*Utilities Advisory Board or Board* shall mean the advisory board to the City of Lake City Utilities created and established by ordinance of the City Council.

*Utility System* shall mean the combined system consisting of a water supply and distribution system, a wastewater treatment collection and disposal system, a reclaimed water distribution system, a natural gas distribution system, and a stormwater collection and discharge system, including the necessary production and treatment plants, facilities, fixtures, land, and other apparatus appurtenant to and a part of such systems which is operated, maintained and administered as one comprehensive system.

*Wastewater* shall mean any water that has been adversely affected in quality. It comprises liquid and water-carried waste and sewage discharged by dwellings, commercial, industrial and manufacturing properties, and/or agriculture, whether treated or untreated. Wastewater can encompass a wide range of potential contaminants and concentrations and are contributed to the POTW.

*Wastewater Reclamation Facility or Wastewater Treatment Plant* shall mean that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

*Watercourse* shall mean a channel, ditch, drainage canal, canal or waterway in which a flow of water occurs, either continuously or intermittently.

*Water Resource* shall mean any and all water on or beneath the surface of the ground, including natural or artificial watercourses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

*Water Shortage Condition* shall be when sufficient water is not available to meet present or anticipated needs of persons using the water resource, or when conditions are such as to require temporary reduction in total water usage within a particular area to protect the water resource from serious harm. A water shortage usually occurs due to drought.



*Water Shortage Emergency* shall mean that situation when the powers which can be exercised under subsection 40B-21.051(22), F.A.C., are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply, or commercial, industrial, agricultural, recreational or other reasonable uses.

**Sec. 102-110.3 – Documents adopted by reference.**

(1) The following documents are hereby adopted and incorporated into this code by reference. A copy of all documents is on file in the offices of the Growth Management Department and the City Manager/Assistant City ManagerEDU.

- (a) The City of Lake City Utility Standards 2010 Edition
- (b) The City of Lake City Utility Schedule of Fees, Rates and Deposits, (SOFRAD)
- (c) The City of Lake City Utility Department Enforcement Policy (UDEP)
- (d) City of Lake City Natural Gas Operation and Maintenance Manual, latest version
- (e) City of Lake City Utility Department Emergency Preparedness and Response Plan
- (f) City of Lake City Cross Connection Control Plan
- (g) Department of Environmental Protection Standard Operating Procedures for Field Activities (DEP-SOP-001/01), SOP dated March 31, 2008
- (h) Chapter 40B-400, F.A.C.
- (i) Chapter 40B-2, F.A.C.
- (j) Chapter 40B-21, F.A.C.
- (k) Chapter 62-625, F.A.C.
- (l) Chapter 62-160, F.A.C.
- (m) Chapter 62-610, F.A.C.
- (n) Chapter 25-12, F.A.C.
- (o) Florida Fuel Code
- (p) Pipeline Safety Regulations by US Department of Transportation, latest version
- (q) 40 CFR chapter 1, subchapter N, Parts 405-471 wastewater treatment

- (r) Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the AWWA and the WPCF.
- (s) M14, Backflow Prevention and Cross Connection Control and Cross Connections and Backflow Prevention, Current Edition
- (t) The City Council, by the adoption of a resolution, may make modifications to the Utility Standards herein provided for if necessary to comply with regulatory agencies.

**Sec. 102-110.4 – Certificates, Permits and Licenses**

**(1) Well permit**

- (a) A permit from the City is required prior to the construction of a well within City limits.
- (b) There shall be an application fee for a new, reissued or modified permit.
- (c) No permit shall be valid until it has been signed and approved by the City building official.
- (d) Permits shall not be issued unless a valid Water Management District permit is issued.
- (e) The lot/parcel of land must be a minimum of ½ acre or larger.
- (f) The well shall be a minimum of 100 feet from property lines, structures, easements, waterbodies, wetlands or potential contamination sources.
- (g) Permits shall not be issued if the cone of depression of the proposed well extends beyond the property line.
- (h) Wells shall not be constructed in any FEMA flood zone other than X.
- (i) All applications shall be made on forms furnished by the City, and shall be filed with the Growth Management Department of the City.
- (j) Permits shall be issued for a duration of 90 days. Permits shall not be extended.
- (k) Permits may be modified if the location or physical properties of the well changes.
- (l) Reissued or modified permits issued in the same manner as new permits.

**(2) Connection Permit**

- (a) All applications for services from the utility system shall be made on forms supplied by the City.

(b) Applications shall be submitted with the City's Growth Management Department. Requests for new services within the City or County shall be part of the permit application submitted to Growth Management.

(c) There shall be an application fee for a new, reissued or modified permit.

(d) Applications for nonresidential use of the utility system shall contain sufficient information regarding the applicant's proposed use for the City to compute the applicant's estimated daily water consumption in GPD and wastewater strength.

(e) A cost estimate of the connection and required line extension to be constructed and maintained by the City shall be prepared by appropriate city personnel. Applications with cost estimates shall be approved or denied at staff level.

(f) The application shall be completed and signed by or on behalf of the customer responsible for the payment of charges.

(g) Permits shall be issued for a duration of 1 year. Permits shall not be extended.

(h) Permits may be modified if the location or physical properties of the connection changes.

(i) Reissued or modified permits shall be issued in the same manner as new permits.

### **(3) Septic Tank Waste Hauler License**

(a) Any person who wishes to discharge domestic waste from septic tanks to the City sewer system must obtain a license from the City of Lake City.

(b) All applications shall be made on forms furnished by the City, and a copy shall be filed with the Water Reclamation Facility. A completed application and required supportive documents shall be submitted to the Water Reclamation Facility Director.

(c) There shall be an application fee for new and renewed licenses.

(d) Terms and conditions which must be met by the applicant to obtain and maintain a valid license are:

1. A physical location of business within the County.
2. Indemnify and hold the City harmless from any and all damages arising out of injury to person or property,
3. Provide general public liability insurance in the amount acceptable to City and with the City as a named insured;

4. Ensure that each discharge contains a minimum volume of 200 gallons;
5. Agree to random inspections of the waste to be dumped into the City system.

6. Pay a full-tank charge for each vehicle unless the tank is equipped with an accurately calibrated-type gauge, acceptable to City, which accurately measures the volume of waste contained in each tank at the time it is discharged.

(e) The City shall have the right to reject and prevent any waste of any kind from being disposed into the City's wastewater treatment disposal facility.

(f) A license is valid for one year only. Licenses shall not be extended.

(g) A license may be renewed upon signature of an updated permit and payment of all fees and deposits, and a certificate of General Liability Insurance, payable to the City of Lake City.

#### **(4) Wastewater Discharge Permits**

##### **(a) New Permits**

1. Significant industrial users discharging wastewater into the POTW shall be required to obtain a wastewater discharge permit. Haulers of industrial waste shall be required to obtain a waste water permit. Other users may be required to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter.

2. All users required to obtain a wastewater discharge permit must submit a permit application.

3. There shall be an application fee for this permit.

4. All applications shall be made on forms furnished by the Water Reclamation Facility Director of the City, and shall be filed with the Water Reclamation Facility Director of the City. A completed application and required supportive documents shall be submitted to the Water Reclamation Director of the City.

5. All wastewater discharge permit applications must be signed by an authorized representative of the user or hauler.

6. All users shall submit as part of an application the following information:

- a. A list of any environmental control permits held by the facility;
- b. Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;

c. Number and type of employees, hours of operation, and proposed or actual hours of operation;

d. Each product produced by type, amount, process or processes, and rate of production;

e. Type and amount of raw materials processed (average and maximum per day);

f. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains; and appurtenances by size, location, and elevation, and all points of discharge;

g. Time and duration of discharges; and

h. Detailed plans describing such facilities and operating procedures

i. Information on the nature, rate of production and characteristics of its wastewater, and SIC of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes

j. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in Rule 62-625.410(6), F.A.C.

k. An accidental discharge/slug control plan. The accidental discharge/slug control plan shall address, at a minimum, the following:

- Description of discharge practices, including non-routine batch discharges.

- Description of stored chemicals and containment areas.

- Procedures to prevent adverse impact from any accidental or slug discharge. The procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

- Procedures for immediately notifying all required individuals and entities of any accidental or slug discharges including any discharge that would violate a prohibition under Rule 62-625.400(2), F.A.C., with a written report to be submitted 7 days after the situation has been rectified.

- Procedures after an accidental or slug discharge.

- A spill control plan.

- A waste minimization plan to reduce pollutants discharged to the POTW.

- The following certification: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- Any other information as may be deemed necessary by the City Manager/Assistant City Manager~~EDU~~ to evaluate the wastewater discharge permit application.

7. All permitted users shall modify their facilities as necessary to produce a discharge acceptable to the City under the provisions of this Chapter.

8. Permits shall be issued for a 5-year period. Each Permit will indicate a specific date upon which it will expire. Permits shall not be extended.

9. Upon issuance, the permittee shall notice the public of the issuance of the Wastewater Discharge Permit in the local newspaper.

10. Decisions not to issue a wastewater discharge permit shall be considered final administrative action for purposes of judicial review.

**(b) Appeals.**

1. Any person, including the user, may petition the City to reconsider the denial, issuance or terms of a wastewater permit within calendar 30 days of notice of its denial or issuance.

2. Failure to submit a petition for review within 30 days shall be deemed to be a waiver of the administrative appeal.

3. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

4. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

5. If the City Manager/Assistant City Manager~~EDU~~ fails to act within 30 days of receipt of a valid petition, the request for reconsideration shall be deemed to be denied.

6. A decision not to reconsider a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

7. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision may do so by filing a complaint with the appropriate district court of appeal for the proper jurisdiction.

**(c) Modification.**

1. The permittee may request a modification of any permit. The modification shall be submitted, reviewed and issued in the same manner as a new application.

2. The City Manager/Assistant City Manager~~EDU~~ may modify a permit, license or certificate for good cause, including, but not limited to, the following reasons:

a. To incorporate any new or revised federal, state, or local standard or requirement;

b. To address significant alterations or additions to the user's wastewater operation, processes, volume or character since the time of wastewater discharge permit issuance;

c. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

d. Information indicating that the permitted wastewater discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

e. Violation of any terms or conditions of the permit;

f. Misrepresentations or failure to fully disclose all relevant facts in the permit application or in any required reporting;

g. Revision of or a grant of variance from categorical pretreatment standards pursuant to Rule 62-625.700, F.A.C.;

h. To correct typographical or other errors in the permit; or

i. To reflect a transfer of ownership or operation to a new owner or operator.

3. Decisions not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

**(d) Transfer.**

1. Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least thirty (30) days advance notice to the City Manager/Assistant City Manager~~EDU~~ and the City Manager/Assistant City Manager~~EDU~~ approves the wastewater discharge permit transfer. The notice to the City Manager/Assistant City Manager~~EDU~~ must include a written certification by the new owner or operator includes payment of all fees and deposits, and a certificate of General Liability Insurance, payable to the City of Lake City.

(a) States that the new owner has been provided a copy of the permit and all documentations associated with the permit such as, but not limited to, compliance and operational reports.

(b) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;

(c) Identifies the specific date on which the transfer is to occur; and

(d) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

2. Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

(e) **Revocation.**

1. The City Manager/Assistant City Manager~~EDU~~ may revoke a wastewater discharge permit for good cause, including, but not limited to, the following reasons:

a. Failure to notify the City Manager/Assistant City Manager~~EDU~~ of significant changes to the wastewater prior to the changed discharge;

b. Failure to provide prior notification to the City Manager/Assistant City Manager~~EDU~~ of changed conditions pursuant to subsection 102-450.4, of this chapter;

c. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;

d. Falsifying self-monitoring reports;

e. Tampering with monitoring equipment;

f. Refusing to allow the City Manager/Assistant City Manager~~EDU~~ timely access to the facility premises and records;

g. Failure to meet effluent limitations;

h. Failure to pay fines;

i. Failure to pay sewer charges;

j. Failure to meet compliance schedules;

k. Failure to complete a wastewater survey or the wastewater discharge permit application;

l. Failure to provide advance notice of the transfer of business ownership of a permitted facility; or

m. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

2. Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits



issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

(f) **Reissuance.**

1. Reissued permits shall be applied for, reviewed and issued in the same manner as new permits.

2. Users shall apply for the re-issued wastewater discharge permit a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

**Sec. 102-110.5 - Review process**

(1) Application packages will be reviewed and evaluated within 30 days of receipt. Within 30 days the submittal of an application, City staff will determine if the application is to be processed, denied or if additional information is required.

(2) If additional information, documentation and/or payments, including fees and deposits, are required to complete the application, the applicant shall submit the additional items within 30 days after being notified that the City is requesting additional items. The applicant may request a time extension if they are not able to obtain or submit the additional items within the allotted time. If the requested items are not submitted or a request for the extension of time is not received within 30 days, the application shall be deemed withdrawn.

(3) The applicant may withdraw the application at any time. In such cases, the applicant shall submit, in writing, a request to withdraw the application. All application fees are non-refundable.

(4) Prior to any application being finally approved, the applicant shall pay any and all charges, deposits, connection fees, impact fees, and any required cost of construction or materials.

(5) A decision not to issue a permit shall be considered a final administrative action for purposes of judicial review.

**Sec. 102-110.6 - Connections, extensions to the utility system**

(1) Applicants requesting water, sewer and reclaimed water services from the utility system shall pay the cost of extending the utility system to the termination point of City service when the line will service only the applicant.

(2) Applicants for new natural gas service for year-round service (for example, water heating or cooking) will receive the first 500 feet of up to two-inch service line installed at no cost to the applicant. All service line extensions in excess of 500 feet for new connections will be charged to the applicant at the actual cost of materials.

(3) All connections to the City utility system are required to be permitted and shall be in accordance with regulations and ordinances of the City applicable to that type of connection.

(4) Each application for services from the utility system which require the extension of water and sewer lines shall be reviewed by the City Manager/Assistant City Manager~~EDU~~ or his authorized designee to determine and itemize the cost of the proposed connection.

(5) Applications for water or sewer connections to properties outside the city limits which meet statutory eligibility for annexation shall require approval for annexation into the City prior to connecting to the utility system.

(6) Applications for water or sewer connections to properties outside the City limits which do not meet statutory eligibility for annexation shall enter into an annexation agreement with the City prior to connecting to the utility system and out-of-City rates will apply until annexation of the property meets eligibility and is approved for annexation.

(7) All proposed developments which will request sewer services from the City shall also connect to the City's water system.

(8) No plat or subdivision of land within the City shall obtain final approval until the developer complies with the following:

(a) Installed sewer mains and laterals to each separate lot which will connect with the City sewage collection and disposal system.

(b) Installed water mains and laterals to each separate lot which will connect with the City water supply and distribution system.

(c) Have City staff install gas mains and laterals, or have accounted for the future installation of gas mains and laterals to each separate lot on the plat or subdivision site plan.

(d) Installed or proposed plans for the future installation of reclaimed water mains and laterals to each lot no deeper than 4 feet after final construction

(e) Installed a stormwater system for the collection of stormwaters from each separate lot and common areas.

(9) Contractors for the construction of subdivisions and businesses connecting to the water, sewer, or reclaimed water lines, shall notify the City 24 hours before the construction of the tap. The contractor shall perform pressure test and water samples in accordance with AWWA standards. The City shall be present for the tap, sampling and testing.

(10) Locate wires on main extensions are required to be installed and pass testing prior to use or final sign off.

(11) All work on City utility lines shall be by City staff or by a contractor authorized to work on the City utility system with City staff present. The contractor shall notify City staff 72 hours prior to the start of construction. All

construction shall be performed during City work hours of 7 am to 4 pm, Monday through Friday. The contractor shall pay for City staff to work outside of City work.

(12) Businesses and subdivision shall provide as-builts plans for constructed lines.

(13) All wells and any other water sources must be disconnected from the user's system prior to connection to the City water system.

(14) All excavations for pipe or conduit installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City. If construction is not completed in one day, proper safety measures shall be implemented to secure the site and water line. The contractor is required to provide maintenance of traffic in accordance with FDOT standards.

(15) The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be requested in writing and approved by the City Manager/Assistant City ManagerEDU before installation.

(16) Each customer desiring natural gas service shall have a separate gas meter for each residence, separate business or commercial location to be connected to the City's natural gas system.

(17) The property owner shall be responsible for maintaining, at his own expense, water, sewer, reclaimed, and stormwater systems on their own property. The City shall be responsible for gas lines constructed by the City on private property up to and including the gas meter.

(18) New reclaimed water distribution improvements dedicated to the City for maintenance shall use at least C-900, DR18, Class 150 PVC pipe, shall be purple in color (similar to Pantone 522C) and marked with metallic tape reading "RECLAIMED WATER". Service lines shall be as required by the property served, but shall in no case be less than one inch in diameter.

(19) All utility main extensions shall be of the following minimum dimensions:

- (a) Water main: Eight inches for water service, six for fire
- (b) Sewer main: Eight inches
- (c) Gas Main: All gas main extensions are performed by City staff
- (d) Stormwater pipe: 18 inches
- (e) Reclaimed: Six inches

(20) Water main extensions shall include fire hydrants to be installed and placed not less than every 500 feet.

(21) Upon application and approval from the City, any owner of property may connect a water line to the City's main water line to provide the property with water for fire suppression purposes, provided that the owner of the property pays the required water tap fee and all costs for materials and installation of the water fire line. All fire mains connected to the City water system shall have flow detection devices and backflow preventers installed. All fire water lines shall be installed in accordance with the standards and requirements of the City.

(22) All apartments, townhouses, strip malls, condos, etc. of four (4) or more units shall be master-metered for water service. Owners may meter individual units however the individual meters will be private meters. There shall be no master meter for gas.

(23) One service line to connect or service two or more customers, when sufficient capacity is available, may be approved. In these cases, each customer shall pay the full connection charges. Common service lines will be sized to provide adequate service to each customer serviced.

(24) The connection into the public sewer shall be made at the Y-branch or prepared connection where provided, directed or approved by the Utility Department.

(25) All drainage lines located on property, which connect to the City sewer system, shall have cleanouts installed every 50 feet or at each change of direction of the drain greater than 45 degrees. Cleanouts on underground drains shall connect at not more than a 45-degree angle, and shall be extended to or about the finished grade level directly above the place where the cleanout is installed. Every cleanout shall be installed so that the cleanout opens in a direction opposite to the flow of the drainage line. Each cleanout shall be closed with a plug.

(26) A separate and independent sewer tap shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the sewer tap from the front building may be extended to the rear building and the whole considered as two sewer taps.

(27) Old sewer taps may be used in connection with new buildings only when they are found, on examination and tested by the City, to meet all requirements of this article.

(28) The size, slope, alignment, materials of construction of water and sewer connections, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the

materials and procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9 shall apply.

(29) Whenever possible, the sewer tap shall be brought to the building at an elevation below the lowest floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the City sewer.

### **Sec. 102-110.7 – Violations and Prohibitions of the chapter**

(1) It shall be prohibited for any user to receive the services of the utility system free of charge whatsoever. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(2) It shall be unlawful for any person to connect to the City utility system, either within or outside the city limits, without first having obtained from the City a permit to connect to its utility system and having paid to the City all associated costs and connection fees including, but not limited to, impact fees and deposits, as provided in and required by the provisions of this chapter. Violation of this rule shall be a level III violation.

(3) Cross connections are prohibited. Any person making or allowing to be made a cross connection to the City water system shall be in violation of this chapter. Violation of this rule shall be a level II violation. Failure to rectify the cross connection within allotted timeframes and/or failure to pay the penalty shall be a level III violation and shall subject the property to disconnection from the City water system.

(4) It shall be prohibited for a new development to connect to the sewer system without connecting to the water system. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(5) It shall be prohibited for a new water or sewer connection to be granted to any applicant who has a property adjacent to the City limit without the property first being annexed into the city.

(6) It shall be prohibited for any person to receive system services unless the person agrees to accept all the provisions contained in this chapter. The acceptance of service shall be, in itself, the acceptance of the provisions of this chapter.

(7) It shall be prohibited for a building permit to be issued by the City without having first been issued a permit to connect to the City utility system unless the proposed building does not have any uses of the utility system.

(8) It shall be a violation of this chapter for the owner of property, who has a building and plumbing, within City limits, or the owner of property, who has a building and plumbing, outside of City limits, with a connection to the City water system and within 100 feet of the City sewer system, to not connect to the city sewer system.

(9) It shall be a violation to connect to the utility system in a way which is not approved by City regulations and ordinances. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(10) It shall be a violation of this chapter for a customer to not be in compliance with any of the criteria in subsection 102-110.6 of this chapter. Violation of this rule shall be a level III violation.

(11) When gas is being delivered to a structure, it shall be a violation of this chapter for the structure to be deemed unsafe for gas service. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(12) It shall be a violation of this chapter to not connect an existing or new irrigation system to the reclaimed water system when the system is available. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

~~(13)~~ It shall be a violation of this chapter for any person to break, damage, destroy, uncover, deface or tamper with any pipe, structure, appurtenance, or equipment which is a part of the utility system. Violation of this rule shall be subject to State Statute 806.13 Criminal mischief; penalties; penalty for minor.—Subsection 3. "If the damage is \$1,000 or greater, or if there is interruption or impairment of a business operation or public communication, transportation, supply of water, gas or power, or other public service which costs \$1,000 or more in labor and supplies to restore, it is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084".~~Sec. 1-11 of the City Code.~~

(14) It shall be a violation of this chapter for an un-authorized person to do work on City property or within City easements. This shall include, but is not limited to, opening or closing of City valves, or causing of any water to flow from the system. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(15) There shall be a 5-foot setback from all apparatus of the utility system. It shall be a violation of this rule to allow, plant or place anything which will obstruct City staff from maintaining the City system within the setback. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(16) It shall be a violation of this chapter to construct a well within City limits without obtaining a permit from the City prior to construction. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(17) It shall be a violation of this chapter for a user not to submit the annual backflow prevention device inspection on or before December 31st of each year. Failure to submit proof of the inspection on or before December 31st of each year shall result in a discontinuance of City utility services.

(18) It shall be a violation of this chapter for a user to fail to repair a backflow prevention device within 30 calendar days of an inspection revealing the need for repair or when notified by City officials of the need to repair a backflow device. Failure to repair the backflow device shall result in a discontinuance of City utility services.

(19) It shall be a violation of this chapter for a person to be found to be not in compliance with the Cross-Connection Control Plan which has been adopted by reference in Subsection 102.112(2). Failure to comply with the plan shall result in a discontinuance of City utility services.

(20) It shall be a violation of this chapter for a user not to adhere to the water conservation restrictions found in subsection 102-320, of this chapter or to adhere to the provision of Chapter 40B-21, F.A.C. or any order issued pursuant thereto. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(21) It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the City, any human or animal excrement, garbage, or other objectionable waste. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(22) It shall be unlawful to discharge to the City stormwater system or any natural outlet within the City, any sanitary sewage or industrial wastes. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(23) It shall be a violation of this chapter for a person to discharge or allow to be discharged any of the substances found in subsection 102-410.5(3), of this chapter. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(24) Except as provided in subsection 102-410.3, of this chapter, it shall be unlawful to construct and maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage within the city limits or within 500 feet of the termination of the City sewer system in the County. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(25) It shall be a violation of this chapter to discharge scavenger waste into the sewer system. Discharge of scavenger waste shall be subject to Sec. 1-11 of the City Code.

(26) It shall be a violation of this chapter for any facility producing oil and grease waste to discharge into the City's collection system without the properly designed oil and grease interceptor and/or an oil/water separator authorization from the City. Violation of this rule shall be subject to Sec. 1-11 of the City Code.

(27) It shall be a violation of this chapter for a user to failure to report OGMP pumping activities, properly maintain the user's OGMP system in accordance with the provisions of the oil and grease discharge certificate, maintain a log of pumping activities, maintain a file of records on site at all times, provide logs, files, records, or access for inspection or monitoring activities, obtain or renew the oil and grease discharge certificate registration, an/or pay program fees. Violation of this rule may result in discontinuing City utility services and shall be subject to Sec. 1-11 of the City Code.

(28) It shall be a violation of this chapter to failure to provide a certificate of use when requested by the City within the requested timeframe. Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(29) It shall be unlawful for any person or entity to sell, barter, trade or otherwise transfer reclaimed water to any other person or entity, or to any property other than the authorized property, after having initially received said reclaimed water from the City. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(30) It shall be a violation of the chapter for any customer to construct, operate, maintain, or allow to remain present on his or her property, any device or system which is connected to or which controls a device or system connected to the City's water reclamation system and which is not in compliance with all provisions of any City ordinance, regulation, or procedure or chapter 62-610, F.A.C. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(31) It shall be a violation of this chapter for any person holding a permit, certificate or license (occupational, septic tank service, etc.) to violate any provision of this chapter or the terms and conditions associated with their permit, certificate or license. Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(32) It shall be a violation of this chapter to fail to allow the City Manager/Assistant City ManagerEDU or his designee, access to the property, buildings or structures to proceed with duties in accordance with subsection 102-110.1(9), of this chapter. Failure to grant such permission shall provide the person asking such permission with probable cause to seek an inspection warrant pursuant to F.S. § 933.20 et seq. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

(33) It shall be a violation of this chapter for a user to unreasonable delay the City Manager/Assistant City ManagerEDU, or his designee, access to the property, building or structure to proceed with duties in accordance with subsection 102-110.1(9), of the chapter. Violation of this rule shall Violation of the rule shall be subject to Sec. 1-11 of the City Code.

## **ARTICLE II.**

### **Sec. 102-210 - Fees; Deposits; Charges; and Discounts**

#### **Sec. 102-210.1 - Authority to adopt rates, fees, deposits, and charges**

(1) The City Council shall have the authority to establish, modify, or change rates, fees, deposits, and charges for the utility system, and to provide terms and conditions for the payment and collection of the same. All rates, fees, deposits, and charges are found in the SOFRAD.

(2) Consumer price index adjustments. Commencing October 1, 2023, and each October 1 thereafter, the rates charged for water and sewer service provided for in the SOFRAD, and elsewhere herein, shall be adjusted and increased by an amount equal to the percentage of increase, if any, in the Consumer Price Index-



U.S. Cities Average-All Urban Consumers-All Items-old base (1967=100) as published by the United States Department of Labor, Bureau of Labor Statistics, referred to in this subsection as the "index" between the index number of the index of July 1, 1967, which is herein referred to as the "base index number," and the index number of the index on each July 1 of each year thereafter, referred to herein as the "current index number." If the current index number on July 1 of each year beginning July 1, 2023, is greater than the base index number, then the rates charged for water and sewer services as provided for in this section, and elsewhere herein, for the next 12-month period starting October 1, 2023, and on October 1 of each succeeding year thereafter, shall be increased by an amount by which the current index number exceeds the current index number on July 1 of the preceding July 1. In no event shall the increase exceed ten percent in any one year.

**Sec. 102-210.2- Fee collection.**

(1) It shall be the responsibility of the property owner to pay any required system fees. In the case that a tenant or lease holder pays the required fees, it shall relieve the land owner from such obligation.

**Sec. 102-210.3 – Utility System deposits**

(1) Each deposit made by a residential customer shall be refunded 24 months following the date of the deposit, provided the customer has timely paid each utility bill charged to the customer for utilities furnished by the City. The refund shall be credited to the account and shall be deducted from the bill until the credit has been exhausted.

(2) In addition to any other provision, any customer having any City utility service discontinued for either nonpayment or delinquent payment of any utility charge, fee, deposit or penalty shall be required to pay an additional delinquent deposit. The deposit shall be retained by the City until service is discontinued, in which event, the City shall apply the same to any outstanding obligations of the customer to the City and refund the balance, if any, to the customer.

**Sec. 102-210.4 - Utility system fees and charges**

(1) There shall be an application submitted to the utility department for services, permits, certificates or licenses.

(2) In addition to the application there shall be an annual license fee and deposit required to maintain a valid septic tank hauler license. There shall also be a rate per 1000 gallons, or a fraction thereof, for all domestic waste discharged to the City system.

(3) There shall be a fee paid to the utility department to connect to the utility system.

(4) Prior to connecting to the City's utilities system, the customer shall pay an impact fee to the City on each new residential and nonresidential development to defray the cost of constructing new additions to the utility system provided by

the City as a result of growth from new development. The tap and impact fees shall be a joined effort between Growth Management and Utilities.

(5) All users of the utility system shall pay monthly potable water, sewer, gas, reclaimed water and stormwater rates. Gas rates shall be automatically adjusted each month to reflect any increase or decrease in the Purchased Gas Adjustment (PGA). Such adjustments shall become effective the first complete billing cycle of each month. The City Manager or his designee shall determine the PGA charge based on historical cost of gas and actual PGA revenues, the forecasted cost of gas, forecasted sales of natural gas, and balances in the gas rate stabilization fund.

(6) All properties or structures, whether occupied or unoccupied, operating with an active utility account ~~and non-operating~~, connected to the City utility system, shall pay a base facility charge to cover the costs incurred to establish a state of readiness to serve the property or structure and maintain a utility system capable of meeting the total combined demands of the customers.

(7) The owner(s) of every building, with plumbing fixtures, located on property within the City, which is within 100 feet of the City sewer system and the owner(s) of every building, with plumbing fixtures, located on property outside the City limits, within the service area, which are connected to the City water system and within 100 feet of the City sewer system shall pay monthly sewer service availability charges, whether connected or not connected to the City sewer system. Any owner of any building or property, with plumbing, not connected to the City sewer system upon whom sewer service availability charges are required shall be required to pay only one-half of the applicable monthly sewer service availability charges for the first 12 months after official notice of the availability of service. For the 13th month and every month thereafter, the owner shall be charged and pay the full amount of the applicable sewer service availability charge.

(8) When the user requests services to be turned off or disconnected for emergency repairs by City staff, there shall be a turn-off fee paid by the user prior to the services being turned-off or disconnected.

(9) Any customer having been disconnected from the services of the utility system, desiring to be reconnected, shall pay a fee for City staff to turn-on reconnect all or any part of the utility system services. The fees vary for service during the business hours of 7:30 a.m. to 4:30 p.m., weekdays and all other "non-business hour" times.

(10) To encourage water conservation, an inclining block water rate structure has been established, also referred to as a conservation rate structure. With this rate structure, as water consumption increases beyond certain designated thresholds, the incremental cost per 1,000 gallons increases.

(11) In those instances where a commercial establishment and residence are served by a common connection, the charges shall be as established for the commercial establishment of that class.

(12) Persons with water connections limited to irrigation service only and separately metered with none of the water being discharged into the City sewer system shall be charged for and pay only commercial water service availability and commodity rates. However, no such water connection shall be made, unless an application for such is first filed with the City and permit issued to the applicant. The applicant for such separate meter shall pay the City an additional tap fee and impact fee in the amount provided for under this subsection.

(13) Each customer rendered a bill for services from the utility system shall pay, in addition to all other charges, a billing charge for each service for each bill rendered to the customer according to the billing charge schedule.

(14) There is hereby imposed upon each delinquent customer a minimum delinquency fee.

(15) Each customer shall be billed once each month for all utility services used the preceding month. Charges shall be due and payable on the due date and deemed delinquent if not paid within 10 days after the due date. The Finance Director may, upon approval of City Council, remove from the books of the City any utility receivable that, as of August 1st of each year, is 180 days or more delinquent.

(16) There shall be a fee, when requested by a customer, to test the accuracy of a meter. The fee shall be added to the utility bill of the customer. The fee shall be suspended if upon the testing of any meter it is determined that such meter is over-registering the volume of the water used by the customer.

(17) There shall be a charge paid to the City for service and repair work performed if a customer damages a service or gas main rendered in connection with the natural gas distribution system. In computing the hourly rate, the charge shall be rounded to the nearest quarter hour for which an appropriate prorated charge shall be made. The cost to the City of all materials used in repairing and servicing shall be added to the minimum and hourly rate. The charges shall be billed by the Finance Department.

(18) Annual fire protection charges are hereby established to defray the City's fire hydrant maintenance, inspection and replacement costs. Annual fire protection fees apply to public or private fire hydrants located outside of the City limits which are connected to the City's water distribution system and privately-owned fire hydrants within the City limits that are connected to the City utility's water distribution system.

(19) The City shall establish a schedule of charges for issuance and renewal of the oil and grease registration certificates. The charges shall be established to insure full cost recovery in the enforcement of this article, and shall include, but shall not be limited to, the cost of field, administrative, engineering and clerical expenses involved.

(20) There shall be a monthly rate charged users for qualified pretreatment industrial wastewater which is discharged into the POTW. This rate is found in

the SOFRAD. The charges shall be in addition to all other charges or fees provided for in this chapter.

(21) There shall be fees for reimbursement of costs of setting up and operating the City's pretreatment program. Fees shall be assessed for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users, fees for reviewing and responding to accidental discharge procedures and construction, fees for filing appeals and other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this article and are separate from all other fees, fines, and penalties chargeable by the City.

(22) There shall be stormwater management utility service fees which shall be billed to all properties, public or private, in the City, except those of the Public School System. No exemption or reduction in the stormwater service fee shall be granted based on the age, tax or economic status, race or religion of the property owner, or other condition unrelated to the cost of providing stormwater services and facilities. The stormwater management utility service fees may include:

(a) A service rate fee applied to each property related generally to the amount and quality of runoff discharged to the public stormwater systems and stormwater receiving waters, the cost of stormwater services and facilities which may be required including operating, capital improvement and reserve expenses.

(b) A base rate fee for certain costs of service common to all stormwater management utility accounts, such as, but not limited to, the cost of billing and accounting for each account, together with administrative charges,

(c) A special service fee structured to recover the cost of providing to certain persons, entities and properties, stormwater management services that are not commonly required by all stormwater service charge ratepayers. Such services may include, but are not limited to:

1. Private development plan review and inspection.
2. Site inspections to verify the operational condition of on-site stormwater management systems such as private detention/retention and conveyance facilities.
3. Monitoring and mitigation activities related to conditions on individual properties which impact water quality.
4. Actions to abate conditions on private properties which do not comply with adopted city standards and/or which interfere with proper stormwater management and have been designated by the City Manager or a duly authorized representative of the City Manager to constitute a public nuisance.
5. Fees in lieu of regulatory requirements.
6. System development charges.

7. Special assessments so as to accomplish the City's overall objective of equitable funding.

**Sec. 102-210.5 – Discounts and credits**

(1) Occupants and owners of residential units, who are senior citizens (65 years old or older), shall be entitled to receive a ten percent discount on monthly residential rates for potable water. To receive such discount, a senior citizen shall file with the Utility Department a written sworn application which shall provide the city with such information as may be necessary to establish the eligibility of such applicant for the discount.

(2) A credit may be given to any new business which locates in or on a building or property which has previously paid an impact fee. An owner of property, or any person on behalf of the owner, who applies to the City to be connected to the City water and/or sewer system shall be entitled to receive a credit to be applied to any impact and tap fees previously imposed upon said property to connect to the City water and /or sewer system. The credit shall be no greater than the amount of water and/or sewer tap and impact fee charges actually paid to and collected by the City from the connected property during the immediate 24-month period preceding the connection.

**Sec. 102-210.6 - Fire hydrant maintenance, inspection and replacement fees.**

(1) Annual fire protection charges are hereby established to defray the City's fire hydrant maintenance, inspection and replacement costs. Fees payable under this section are established by separate resolutions of the City Council.

(2) Annual fire protection fees under this section apply to public or private fire hydrants located outside of the incorporated City boundaries which are connected to the City's water distribution system and privately-owned fire hydrants within the City limits that are connected to the City utility's water distribution system.

**ARTICLE III. WATER SERVICE**

**Sec. 102-310.1 - General**

(1) There shall be a five-foot (5') setback radius around all utility structures, such as, but not limited to, meter boxes, valves, utility poles, lift stations, etc. No plants, trees, barriers or coverings, or anything shall be placed within the 5' radius.

(2) All water meters shall record and register the amount of water used in gallons and/or cubic feet; and for the purpose of this chapter, one cubic foot of water shall be the equivalent of 7.5 gallons of water.

(3) Existing apartments, townhouses, strip malls, condos, etc. of four (4) or more units shall be master metered when one of the following occur:

- (a) Add additional units.
- (b) Remodel a building at a cost of 50% of value.
- (c) When the complex changes owners.

(4) The City shall at any time, have the right and authority to master meter apartments, townhouses, strip malls, condos, etc. of four (4) or more units at the City expense when not doing so causes undue expense to the City; or when in violation of 102-110.7. The owner shall be responsible for the water usage beyond the master meter.

## **Sec. 102-320 –Year-round Conservation and Water Shortage Restrictions**

### **Sec. 102-320.1 - Intent of division**

(1) It is the intent and purpose of this section to protect the water resources of the City from inefficient use at all times, to restrict the overutilization of water and use of water for nonessential purposes during periods of water shortage and/or water shortage emergencies.

(2) The City shall assist the SRWMD in the implementation of its water conservation measures and Chapter 40B-21, F.A.C.

### **Sec. 102-320.2 - Applicability of water conservation measures.**

(1) The provisions of this division shall apply to all users and customers of water from the utility system, public or privately-owned water utility systems, private wells, or private connections with surface water bodies within the limits of the City.

(2) In the absence of a declaration of a water shortage or water shortage emergency within all or any part of the City by the governing board or the executive director of the district, all water uses and water conservation measures adopted by the district applicable to the City, or any portion thereof, shall be subject to enforcement action pursuant to this division. Any violation of the provisions of Chapter 40B-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this division.

(3) Every police officer or sheriff having jurisdiction in the area governed by this division shall, in connection with all other duties imposed by law, enforce the provisions of this division. In addition, the City Manager may also delegate enforcement responsibility for this division to agencies and departments of the City government, in accordance with state and local law.

(4) Water conservation measures shall not apply to users of sea water, reclaimed water or rainwater collected by rain barrels or other such apparatus.

**Sec. 102-320.3- Declaration of shortage**

(1) Upon a finding by the City Council that there is a shortage of water being produced or stored within the City's utility system, upon the SRWMD finding low levels of groundwater which adversely affect the water supply in the City or the declaration of a water shortage or water shortage emergency for all or any portion of the City by City Council or the SRWMD, the City Manager shall have the authority to declare the existence of a water shortage and/or water shortage emergency.

**Sec. 102-320.4 - Public Notice of shortage**

(1) Upon the declaration of a water shortage or water shortage emergency, the City Manager will make a public announcement through the news media and will place a legal notice in a newspaper of general circulation within the City and the County of the existence of the water shortage and water shortage emergency and any restrictions on the use of water, imposed by the SRWMD during the emergency period. The City Manager may also give such further notices as may be proper including, but not limited to, mailing notice to each water customer being served by the water utility system place on the website or through social media.

**Sec. 102-320.5 - Exceptions to division**

(1) The City, upon the recommendation of the County Health Department, the SRWMD or FDEP or upon its own initiative shall have the authority to issue exceptions to the provisions of this division by written authorization signed by the City Manager to permit a reasonable use of water in any instance necessary to maintain adequate health and sanitary standards.

**Sec. 102-320.6. - Notice; specific restrictions.**

(1) Upon a finding by the City Council of the existence of a water shortage or a water shortage emergency, the City Manager shall give proper notice to all of the users and customers of the City's water utility system that during the period of the water shortage or water shortage emergency, the following restrictions of water uses shall be in effect:

(a) No person shall use water to sprinkle a lawn or use water through a hose or pipe to water any garden, tree or shrub except between the hours of 8:00 p.m. to 6:00 a.m. each day.

(b) The washing of sidewalks, driveways, porches, exterior of homes, apartments or other outdoor surfaces shall be limited to the use of water from pails, buckets or other containers.

(c) Except as may be required for public health or to avoid direct damage to equipment or machinery, no person during such emergency shall wash any business or industrial equipment or machinery.

(d) The filling of any outdoor ornamental fountain or other structure using water with or without a recirculating system shall be prohibited.

(e) The filling of swimming pools and wading pools is prohibited.

(f) Water shall not be used for dust control except as required for public health purposes.

(g) No water shall be used from a hose to wash automobiles except at places of businesses where automobiles are washed on every business day either with attendants, with automatic equipment or by self-service. Any person may wash an automobile with water from a bucket.

## **Sec. 102-330 - CROSS CONNECTION AND BACKFLOW-PREVENTION**

### **Sec. 102-330.1- Cross connection control program**

(1) The City Manager/Assistant City Manager~~EDU~~ shall develop and implement the cross-connection control plan as adopted by reference in Article I, Sec. 102-110.2 of this chapter to detect and prevent cross connections that create or may create an imminent and substantial danger to public health. In so doing, the City Manager/Assistant City Manager~~EDU~~ may utilize the accepted practices of the AWWA guidelines, as set forth in "M14, Backflow Prevention and Cross Connection Control and Cross Connections and Backflow Prevention," 2nd Edition,

(2) This subsection does not supersede the Florida Building Codes – Plumbing Code, the Florida State Department of Health Plumbing Rules, or any City of Lake City plumbing ordinances, but is supplementary to them. When conflicts exist, the more restrictive provision shall apply.

### **Sec. 102-330.2 - Backflow preventers required**

(1) Proper backflow prevention devices shall be installed on all proposed and new non-residential developments. If a non-commercial property can show the City Manager/Assistant City Manager~~EDU~~ that no cross connection exists, then they may get a waiver.



(2) All existing commercial properties connected to the City water system shall have a backflow preventer and cutoff valve as close to the meter as feasible, but before any tees in the line.

(3) All fire mains connected to the City water system shall have flow detection devices and backflow preventers installed. If a non-commercial property can show the City Manager/Assistant City ManagerEDU that no cross connection exists, then they may get a waiver.

(4) All properties, both residential and non-residential, with swimming pools, irrigation or potable wells and/or irrigation systems shall have backflow prevention devices on both the irrigation system and the potable water system.

### **Sec.102-330.3 – Installation of backflow prevention devices**

(1) Backflow-prevention devices acceptable to FDEP shall be installed on all existing connections to nonresidential users of the City's potable water system in accordance with the following schedule:

(a) At the time of any site or building modification requiring site plan review and approval; or

(b) At the time of any plumbing modifications requiring a plumbing permit; or

(c) At the time of annexation of an existing property connected to the City's potable water system; or

(d) At the time of meter installation or replacement; or

(e) At the time an inspection reveals a cross connection, whichever event shall first occur. A plumbing permit shall be obtained prior to installation of any device.

(2) The installation of backflow-prevention devices shall be made by certified personnel approved by the City's Utility Department. All newly installed devices shall be tested and certified by a certified backflow prevention tester or specialist licensed to inspect devices on the City system. After certification send copy of paperwork to utilities department. The customer shall be responsible for any charges for the installation and initial testing of required back-flow prevention devices.

(3) The required type of device for backflow installation upon the residential and commercial premises where reclaimed water is to be used, shall comply with the City's policies, procedures and specifications. Vacuum breakers shall be installed on all outside potable water faucets to prevent back siphonage.

### **Sec. 102-330.4 - Maintenance of backflow prevention devices**

(1) All device assemblies shall be tested annually by the City. The cost of retesting and maintenance will be paid by the customer at the time of service. Only individuals that are approved by City of Lake City shall be qualified to perform and certify each test.

(2) Maintenance of backflow prevention devices shall be conducted by certified personnel approved by the City Manager/Assistant City Manager~~EDU~~ in accordance with the cross-connection control maintenance program.

(3) Each owner responsible for the maintenance and retesting of his own backflow prevention device shall file with the Utilities Department no later than December 31 of each year a certified statement from a certified backflow prevention tester or specialist that the device has been inspected and that it is working properly.

(4) Any necessary repairs to the backflow-prevention device shall be completed within 30 calendar days of the inspection revealing the need for such repairs.

## **ARTICLE IV. - SEWER SERVICE**

### **Sec. 102-410 – General**

#### **Sec. 102-410.1 - Purpose of article**

(1) The intent and purpose of this article is to set forth uniform requirements for users of the publicly owned sewage treatment works for the City and enables the City to comply with all applicable state and federal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.), and Rule 62-625, FAC. The objectives of this article are:

(a) Prohibit the discharge of sewage and wastes into the sewer system in excess of the system's carrying capacity;

(b) To prevent, prohibit or regulate discharge of pollutants, sewage, industrial waste, or other wastes which may cause maintenance and/or operating difficulties of the sewers, force mains, pumping stations and other structures appurtenant to the sewerage systems, and the waste treatment facilities;

(c) Require the treatment, before introduction into the sewer system, of waste which may impair the strength and/or durability of the structures of the sewer system by direct or indirect chemical action or which may adversely affect normal treatment processes at waste treatment facilities;

(d) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works

(e) Establish the characteristics of sewage and industrial wastes that are prohibited from discharge into the public sewers.

(f) Provide for and implement an oil and grease management program, which shall be referred to as the "City oil and grease management program".

(g) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public:

(h) To promote reuse and recycling of industrial wastewater and sludge from the publicly owned treatment works;

(i) To enable the City to comply with its National Pollutant Discharge Elimination System and Florida Department of Environmental Protection permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

### **Sec. 102-410.2 - Applicability of Division**

(1) The criteria in this article shall apply to any and all properties within the City Limits and all properties within the service area outside of the City Limits which produce sewage in any capability.

(2) The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the Publicly Owned Treatment Works (POTW).

### **Sec. 102-410.3 - Private sewage disposal**

(1) Buildings and lands, with plumbing fixtures, located inside of the City Limits which are not within 100 feet of the sewer system and building and lands, with plumbing features, located on property outside the City Limits, within the service zone, which are connected to the City water system and not 100 feet of the City sewer system, the building or lands sewer shall be connected to a private sewer disposal system complying with the provisions of this section or the provision of the County Health Department.

(2) Before commencement of the construction of a private disposal system within City Limits or within the service area, the owner shall first obtain the approval of the County Health Unit for the manner of disposal of sewage, industrial waste or other polluted waters. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the state board of health.

(3) If the discharge from the approved private sewage system will enter the City utility system, the owner shall obtain approval from the City for the discharge of

treated wastewater or unpolluted water into the utility system. No septic tank shall be permitted to discharge to the utility system or any natural outlet.

(4) No permits shall be issued for any private sewage disposal system employing subsurface soil absorption facilities where the area of the lot is less than 6,000 square feet.

(5) At such time as the City sewer system is within 100 feet of the property a direct connection shall be made to the City sewer system in compliance with this article, and any septic tanks or similarly private sewage disposal facilities shall be abandoned and filled with suitable material, at no expense to the City.

(6) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

(7) No provision contained in this article shall be construed to interfere with any requirements that may be imposed by the County Health Department.

#### **Sec. 102-410.4 - Sewer connections and building sewers.**

(1) *Permit required for work.* No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer, sewer connection or appurtenance thereof without first obtaining a permit from the City Manager/Assistant City Manager~~EDU~~ or his/her designee.

(2) *Sewer connection fee.* There shall be paid to the Utilities Customer Service Department at the time of application for a sewer connection a fee which shall be determined by the City Council.

(3) *Location of connections.* The connection into the public sewer shall be made at the Y-branch or prepared connection where provided and/or directed by the City Manager/Assistant City Manager~~EDU~~ or his/her designee.

(4) *Guarding of excavations; restoration of public property.* All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazards. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

(5) *Cleanouts.* All drainage lines located on properties which connect to the City sewage collection and disposal system shall have cleanouts installed every 50 feet or at each change of direction of the drain greater than 45 degrees. Cleanouts on underground drains shall connect at not more than a 45-degree angle, and shall be extended to or about the finished grade level directly above the place where the cleanout is installed. Every cleanout shall be installed so that the cleanout opens in a direction opposite to the flow of the drainage line. Each cleanout shall be closed with a plug.

(6) *Separate, independent sewer tap per building.* A separate and independent sewer tap shall be provided for every building, except where one building stands

at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the sewer tap from the front building may be extended to the rear building and the whole considered as two sewer taps.

(7) *Existing sewer taps*; Existing sewer taps may be used in connection with new buildings only when they are found, on examination and tested by the City, to meet all requirements of this article.

(8) *Size, slope, alignment; materials and methods*. The size, slope, alignment, materials of construction of a sewer tap, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9 shall apply.

(9) *Lifting of sewage*. Whenever possible, the sewer tap shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the sewer tap.

(10) *Connection of building sewer to public sewer*. The connection of the sewer tap into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, or the procedures set forth in appropriate specifications of the ASTM and W.P.C.F. Manual of Practice No. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be requested in writing and approved by the City before installation.

### **Sec. 102-410.5 - Use of public sewer**

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

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

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

(4) *Installation of sanitary facilities*. The owner of any buildings or properties, used for human occupancy, employment, recreation or other purposes, situated

within the City, abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the City is hereby required at his expense to install sanitary facilities in accordance with the City plumbing and building codes and connect such facilities directly with the proper public sewer, in accordance with the provisions of this article, within 12 months after the date of the official notice of availability of service; provided, however, that public sewer is within 100 feet of any property line.

(5) The owner(s) of every building, with plumbing fixtures, located on property within the City, which is within 100 feet of the City sewer system and the owner(s) of every building, with plumbing fixtures, located on property outside the City Limits, within the service zone, which are connected to the City water system and within 100 feet of the City sewer system shall be required to connect to the City sewer system. The owner of said properties and/or buildings, regardless of use, are required, at his expense, to install sanitary facilities in accordance with the City plumbing and building codes and connect such facilities to the City sewer system, in accordance with this article, within 12 months after the date of the official notice of availability of service.

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

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

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

(9) *For plat or subdivision approval.* No plat or subdivision of land within the City shall receive final approval until the person subdividing or owner shall comply with the following:

(a) Install sewer laterals to each separate lot which connect with the City sewage collection and disposal system.

(b) Install water mains and laterals to each separate lot which connect with the City water supply and distribution system.

## **Sec. 102-410.6 - Regulation of public sewer use, pollutant limits**

(1) All persons using the public sewers carrying waste to the waste treatment facilities shall comply with all provisions of this article.

(2) Commercial establishments discharging wastewater which is essentially domestic in character, such as professional offices and merchandise stores, are commercial class I; Commercial establishments discharging medium-strength wastewater, such as pharmacies and automobile service stations, are commercial class II; and Commercial establishments discharging high-strength wastewater, such as restaurants and hospitals, are commercial class III.

(3) No user shall introduce or cause to be introduced into the POTW any of the following described waters, wastes, pollutant, liquids, substances or wastewaters which causes pass through or interference. These prohibitions, or local limits, apply to all users of the POTW, whether or not they are subject to the oil and grease management program, categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. The established local limits apply at the point where the wastewater is discharged to the WRF. All concentrations for metallic substances are for total metal unless indicated otherwise. Pollutants, substances, or wastewater prohibited below shall not be processed or stored in such a manner that they could be discharged to the POTW:

(a) Any stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, pool drainage, condensate, de-ionized water, cooling water or unpolluted industrial process waters

(b) Any liquid, vapor, wastewater or other substance having a temperature higher than 150 degrees Fahrenheit, or which causes the temperature at the introduction into the POTW plant to exceed 104 degrees Fahrenheit, or inhibit the biological activity in the treatment plant.

(c) Sludge, screenings, or other residues from the pretreatment of industrial wastes

(d) Trucked or hauled pollutants, except at discharge points designated and approved by the City Manager/Assistant City ManagerEDU;

(e) Any pollutant which creates a fire or explosive hazard such as, but not limited to, gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas or any other petroleum product.

(f) Any water or waste which contain fats, greases, oils, oil sludge, petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in concentrations more than 100 mg/l or more than 20mg/l of floatable oil, or substances which may solidify or become viscous at temperatures between 32 and 140 degrees Fahrenheit parts per million, by weight.

(g) Any commercial garbage or refuse, whether shredded or un-shredded, and the installation of garbage grinders for the purpose of grinding or shredding commercial or industrial garbage into the sewer system is expressly prohibited. Any garbage that has not been ground by household type or other suitable garbage grinder.

(h) Any solid or viscous substance capable of causing obstruction to the flow in the POTW or interference with the proper operation of the POTW such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, or paunch manure.

(i) Any waters or wastes having a pH lower than 5.0 or higher than 9.5

(j) Any waters or wastewaters which will cause corrosive or structural damage to structures, sewer mains, equipment, and personnel of the POTW.

(k) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving sewer.

(l) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the waste treatment facilities except as provided in this article.

(m) Any noxious or malodorous liquids, gases, solids, wastewaters, or pollutants which produces toxic gases, vapors, or fumes, either singly or by interaction with other wastes, within the POTW in a quantity which create a public nuisance or a hazard to life, prevent entry into the sewers for maintenance or repair, or cause acute worker health and safety problems.

(n) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plan effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(o) Paints and waste products from paint manufacturing.

(p) Pollutants, including oxygen-demanding pollutants, released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

(q) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's DEP and/or NPDES permit.

(r) Medical wastes, except as specifically authorized by the City Manager/Assistant City ManagerEDU in a wastewater discharge permit.



(s) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test or primary inorganic or secondary drinking water standards.

(t) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW.

(u) Wastewater causing two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than five percent or any single reading over ten percent of the lower explosive limit of the meter;

(v) Waste classified as hazardous waste under Chapter 62-730, F.A.C., or wastewater containing any radioactive wastes or isotopes. Any waste from an institution or industry using radioactive material or fission products must be registered with the city manager as well as such other control agencies as the law requires. The active elements and their local concentration permitted to be discharged into the sewers shall be based upon the latest knowledge available to this technology.

(4) Grease, oil, and sand interceptors shall be provided in accordance with the City's adopted plumbing code and City's Oil and Grease Management Program.

(5) No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. City Manager/Assistant City ManagerEDU may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

(6) No industrial user shall discharge process waste streams, unregulated waste streams, or dilute waste streams in excess of the concentrations set forth by the local limits.

(7) When the admission into the public sewers of any waters or waste having a five-day biochemical oxygen demand of greater than 450 parts per million by weight, or containing more than 350 parts per million by weight of suspended solids or containing any quantity of substance having the characteristics which cause any operational difficulty in the public sewers and/or waste treatment facilities, pretreatment or treatment shall be required.

(8) The City Manager/Assistant City ManagerEDU shall have the right to refuse a sewer connection to any person whose quantity of waste or rate of discharge would exceed the carrying capacity of the public sewer. The City Manager/Assistant City ManagerEDU shall have the right to require at any time that permanent arrangements be provided for screening and measuring continuously industrial waste contributed to the sewer system. Where necessary

a regulator facility may be required to reduce the maximum rates of discharge to such percentage of the average 24-hour rate, as may be directed by the City Manager or his designee.

(a) If the City Manager/Assistant City Manager<sup>EDU</sup> requires the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City Manager/Assistant City Manager<sup>EDU</sup>, and subject to the requirements of all applicable codes, ordinances and laws.

(b) All industrial wastes, if determined necessary by the City Manager/Assistant City Manager<sup>EDU</sup>, shall be screened by automatic screening devices with a maximum screen opening of three-quarters of a square inch and/or a permanently installed (replaceable) bar screen with a maximum distance of one inch between bars before entering a public sewer.

(c) A regulator facility shall be provided by the industry or owner for waste with over 450 ppm BOD to maintain uniform and/or diluted waste strength at a level below 450 ppm BOD. A regulator facility shall also be provided by the industry or owner to prevent the discharge of slugs.

(9) All business, commercial and industrial users discharging or proposing to discharge into the public sewers shall file a City provided application showing the volume, strength, and characteristics of waste discharged or to be discharged to the public sewer. Analyses of a representative sampling report shall be made by an approved independent laboratory and submitted with the application to the City Manager/Assistant City Manager<sup>EDU</sup>. Any change in use of the premises or change which causes a change in water use or waste volume, strength or characteristics shall require a new application to be filed with the City Manager/Assistant City Manager<sup>EDU</sup>, or his designee, prior to making the change or alteration.

(10) Where private preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

(11) The owner of any property served by a sewer connection carrying industrial wastes shall install a suitable control effluent structure together with necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Structures shall be accessibly and safely located, and shall be constructed in accordance with City approved plans. The structure, meter and other appurtenances shall be installed by the owner at his expense, and shall be continually maintained by him so as to be safe and accessible at all times. The owner shall keep meters in operating condition and accurately calibrated.

(12) All tests and analyses of the characteristics of waters and wastes to which reference is made in this section shall be determined in accordance with Standard Methods upon suitable samples taken at control effluent structure provided for in this section. All flow measurements shall be determined at control

effluent structure except where practical water meter readings shall be used to determine quantity of waste discharged. All persons using a private well or water supply shall install a water meter on supply line at their own expense. If no control effluent structure has been required, the control shall be considered to be the nearest downstream manhole in the public sewer to the point at which the sewer tap is connected.

(13) No provision contained in this article shall be construed as preventing any written special agreement between the City Council and any industrial concern whereby an industrial waste or unusual strength or character may be accepted by the City for treatment, subject to payment therefore by the industrial concern. Such written agreement shall be filed with the City Manager/Assistant City ManagerEDU.

(14) Commercial customers shall not dilute wastewater with uncontaminated water.

(15) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

(16) Whenever deemed necessary, the City Manager/Assistant City ManagerEDU may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.

(17) The City Manager/Assistant City ManagerEDU may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization. In addition, the City Manager/Assistant City ManagerEDU may require additional parameter monitoring (i.e., pH) by the user as necessary.

#### **Sec. 102-410.7 - Wastes measurement procedure; inspection and sampling; reporting**

(1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of Standard Methods, and shall be determined at the control effluent structure. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the waste treatment facilities and to determine the existence of hazards to life, limb, and property. Records of the measurement and sampling shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

(2) All pollutant analyses, including sampling techniques, to be submitted as part of any report, notice, notification, required information or documentation shall be performed in accordance with the techniques prescribed in Rule 62-160, F.A.C., unless otherwise specified in an applicable categorical pretreatment standard. All sampling and analyses shall conform to procedures specified in the "Department of Environmental Protection Standard Operating Procedures for Field Activities". If Rule 62-160, F.A.C., does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by FDEP.

(3) Samples shall be collected per Rule 62-625.600(1)(e), F.A.C and Rule 62-160.300(5), F.A.C., Category 2A., and shall conform to the department's SOP. Except as indicated in subsections (a), (b) and (c) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the City Manager/Assistant City ManagerEDU. Where time-proportional composite sampling or grab sampling are authorized, the samples must be representative of the discharge. Using protocols, including appropriate preservation, specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows:

(a) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the utility, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.

(b) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(c) For sampling required in support of baseline monitoring and compliance reports required Sections 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available the City Manager/Assistant City ManagerEDU may authorize a lower minimum. For the reports required by paragraphs Section 6.4 [40 CFR 403.12(e) and 403.12 (h)], the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements.

(4) The total volume of waste discharged by an industry shall be measured by a magnetic flow meter, parshall flume, v-notch weir or other approved device which will totalize and record the actual flows from the plant. Meters will be read once

a month by the City's personnel in the presence of the plant's representative, if such representative is provided by the plant. The owner may request a maximum of four meter readings per month, or as required by a wastewater discharge permit.

(5) The City Manager/Assistant City ManagerEDU shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

(6) The City Manager/Assistant City ManagerEDU may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated annually to ensure their accuracy.

(7) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the City Manager/Assistant City ManagerEDU and shall not be replaced. The costs of clearing such access shall be borne by the user.

(8) Any reporting requirements required by any subsection of this article shall follow the provisions of subsection 102-450 of this chapter.

(9) Written reports will be deemed to have been submitted on the date of receipt of the report.

(10) All users not required to obtain a wastewater discharge permit shall provide any of the reports found in subsection 102-450 of this chapter when requested or required by the City Manager/Assistant City ManagerEDU.

### **Sec. 102-410.8 - Hauled wastewater; industrial, septic tanks**

(1) During those periods of time that the City has excess available wastewater treatment plant capacity, licensed operators may dispose of that domestic waste in the City's wastewater treatment facilities which have been established for such waste disposal. Waste hauler services will be authorized only with a City approved agreement. Licensed Operator wastes shall fully comply with this article or any other requirements established by the City. Domestic septic tank waste haulers may be required to obtain wastewater discharge permits.

(2) Haulers of industrial waste shall obtain wastewater discharge permits. Generators of hauled industrial waste may be required to obtain wastewater discharge permits. The City Manager/Assistant City ManagerEDU may prohibit the disposal of hauled industrial waste at the WWRF.

(3) Industrial waste haulers shall discharge loads only at designated locations. Industrial waste haulers shall be randomly required to collect and provide samples of each hauled load to ensure compliance with applicable standards. The Industrial waste hauler shall be randomly required to provide a waste analysis of any load prior to discharge. No load may be discharged at the designated location without “on site” approval by an authorized WWRF official.

(4) Industrial waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.

## **Sec. 102-420 - OIL AND GREASE MANAGEMENT PROGRAM**

### **Sec. 102-420.1 - Objective**

(1) The objective of the City OGMP is to minimize the introduction of fat-soluble wastes to the City wastewater collection and treatment system and to provide enforcement procedures and cost recovery charges from users receiving and treating abnormally high-strength compatible wastes.

### **Sec. 102-420.2 - Oil and Grease prevention program**

(1) The discharge by a user to the POTW of certain liquids or wastes may be prohibited or limited by the provisions of this chapter. Grease, oil, and sand interceptors shall be provided when, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand;

(2) Users that have the potential to discharge wastes containing oil and grease, such as, but not limited to, food manufacturing, food preparation enterprises, and users that prepare, process or serve food or food products, commissaries, commercial kitchens, restaurants and caterers, shall have an approved oil and grease interceptor.

(3) Users that have the potential to discharge wastes containing petroleum-based oil and grease, such as, but not limited to, automotive related enterprises, commercial laundries, laundromats, commercial laundries, car washes and automotive related facilities, shall have an approved oil/water separator.

(4) Users that have the potential to discharge waste containing sand such as, but not limited to, wash down facilities, car washes and laundromats, shall have sand traps.

(5) Other users which are found to be contributing grease, oil and/or sand to the system may be required by the City to install an approved oil and grease

interceptor and/or an oil/water separator for the proper handling of wastes containing oil and grease exceeding 100 mg/l by weight.

### **Sec. 102-420.3 - Requirements**

(1) Wastes, which contain oil and grease, may be discharged to the POTW in accordance with the conditions set forth in this chapter.

(a) Wastes containing oil and grease, including materials processed through garbage grinders shall be directed through a grease interceptor or trap.

(b) Wastes containing residual (trace amounts) petroleum-based oil and grease shall be directed through an oil/water separator.

(2) Oil and grease interceptors or oil/water separators shall be installed prior to the opening or re-opening of any facility for which they are required.

(3) Under-the-sink oil and grease traps are not acceptable as a stand-alone oil and grease interceptor or oil/water separator

(4) Sanitary facilities and other similar fixtures shall not be connected or discharged to the oil and grease interceptor or the oil/water separator.

(5) Liquid wastes shall only be discharged to the oil and grease interceptor or oil/water separator through the inlet pipe or in accordance with the design/operating specifications of the device.

(6) Oil and grease interceptors and oil/water separators shall be installed in a location that provides easy access at all times for inspections, cleaning and proper maintenance, including pumping. Oil and grease interceptors shall not be located in or near any part of a structure where food handling is done. Oil and grease interceptors and oil/water separators shall be installed, operated, maintained and repaired at the user's expense. The City shall approve the location of the oil and grease interceptor or oil/water separator prior to installation.

(7) Minimum removal efficiency for oil and grease interceptors shall be 80 percent. Minimum removal efficiency for oil/water separators shall be 90 percent.

(8) The City may request that the user provide certified documentation on the design and performance of the oil and grease interceptor or oil/water separator. Information to be submitted includes, but may not be limited to, catalog cuts, performance data, materials of construction, installation instructions and operation and maintenance manual.

(9) The City may assign a nonresidential user to the surcharge program.

### **Sec. 102-420.4 - Design**

- (1) The size and capacity of oil and grease interceptors and oil/water separators shall be on an individual case by case basis. Designs of oil and grease interceptors and oil/water separators shall be signed and sealed by a licensed professional and constructed in accordance with this chapter, the City's Utility Standards Manual and other applicable state and local regulations. The City shall approve the design and construction.
- (2) The design of oil and grease interceptors and/or oil/water separators shall be based on peak flow and where applicable, capable of treating and removing emulsions. Oil and grease interceptors and/or oil/water separators shall be sized to meet minimum efficiency removal (retention) of oils and greases from the user's discharge as found in section 102-420.3(8). Discharge to the POTW from the user's system shall not exceed 100 mg/l by weight.
- (3) Alternative oil and grease removal devices or technologies shall be subject to written approval by the City Manager/Assistant City ManagerEDU and shall be based on demonstrated (proven) removal efficiencies and shall achieve minimum removal efficiencies.
- (4) A control manhole or inspection box for monitoring purposes is required and shall be approved by the City. An adequate number of inspection and monitoring points shall be provided.
- (5) The capacity of the approved oil and grease interceptor and oil/water separator shall be in accordance with the requirements set forth in the latest edition of the Utility Standards Manual.

### **Sec. 102-420.5 – Installation Requirements**

- (1) Proposed or newly constructed facilities which have the potential to discharge oil and grease shall be required to install an approved oil and grease interceptor or oil/water separator.
- (2) Existing facilities shall be required to install an approved oil and grease interceptor or oil/water separator when any of the following conditions exist:
  - (a) The facilities are found by the city to be contributing oils, grease or sand in quantities in excess of 100 mg/l by weight.
  - (b) Remodeling or expanding of any facility which falls under subsection 102-420.2, that are subject to a permit that is issued by the Building Department.
  - (c) Existing facilities which will be renovated to include any facility which falls under subsection 102-420.2, where such facilities did not previously exist.

### **Sec. 102-420.6 - Maintenance**



- (1) The user, at the user's sole expense, shall be responsible for cleaning and maintaining the oil and grease interceptor and/or oil/water separator in such a condition for efficient operation. Cleaning shall include the complete removal of all contents, including floating materials, wastewater, and bottom sludge and solids. Cleaning and maintenance shall include removal of materials from the tank walls, baffles, cross pipes, inlets and outlets.
- (2) Decanting, back flushing or discharging of removed wastes back into the oil and grease interceptor or oil/water separator from which the waste was removed for the purpose of reducing the volume to be hauled and disposed is prohibited.
- (3) Oil and grease interceptors and oil/water separators shall be cleaned at a minimum of once every 90 days, or more frequently as needed to prevent carryover of oil and grease into the collection system. Under-the-sink oil and grease traps shall be cleaned at a minimum of once per week, or more often as necessary to prevent pass through of grease and other food solids to the collection system.
- (4) Pumping frequency may be determined by the City based on flows, quantity of oil and grease in the discharge, volume of business, hours of operations and seasonal variations. In no case shall the pumping frequency exceed 90 days.
- (5) An interceptor shall be considered to be out of compliance if the grease layer exceeds six inches, the solids layer exceeds 12 inches or if removal efficiencies as determined through sampling and analysis indicate less than the minimum efficiencies found in rule 102-420.3(8).
- (6) Wastes removed from oil and grease interceptors or oil/water separators shall be disposed at a permitted facility to receive such wastes or a location designated by the City for such purposes, in accordance with the provisions of this chapter. The removed waste shall not be returned to any private or public portion of the collection system or the treatment plants.
- (7) Additives placed into oil and grease interceptors, oil/water separators or building discharge line systems on a constant, regular or scheduled basis shall be reported to the City in writing at least five days prior to use. Such additives shall include, but not be limited to, emulsifiers, enzymes, commercially available bacteria, or other additives designed to absorb, purge, consume, treat, or otherwise eliminate grease and oils. The City, prior to introduction into the waste stream, interceptor, or separator shall approve any use of additives in writing. The use of additives shall not be considered a substitution to the maintenance procedures required herein.
- (8) Flushing of oil and grease interceptors or oil/water separators with water having a temperature in excess of 140 degrees shall be strictly prohibited.

**Sec. 102-420.7 - Administrative procedures**

(1) A user shall maintain a log of pumping activities that confirms pumping, hauling, and disposal of waste and shall track the removed waste from oil and grease interceptors and oil/water separators. This log, at a minimum, shall contain the following information:

Generator information:

Name, Contact person, Address, Telephone number, Email address, Name and signature of generator verifying generator information.

Transporter information:

Company name, License number, Address, Telephone number, Email address

Date and time of pumping, Volume pumped

Vehicle No., Driver name and signature of transporter verifying transporter information and service

Destination information disposal site or facility:

Company name/permit number(s), Contact person(s), Address, Telephone number, Email address

Location of disposal site/facility

Volume treated, Date and time of delivery.

Name and signature of operator verifying disposal site and facility information.

(2) The user shall report pumping activities within 48 hours to the city on the form so designated by the city for such purposes.

(3) The user shall maintain a file on site of the records and other documents pertaining to the facility's oil and grease interceptor or oil/water separator. The file contents shall include, but is not limited to, the record (as-built) drawings, record of inspections, log of pumping activities and receipts, log of maintenance activities and monitoring data for the previous 12 months. The file shall be available at all times for inspection and review by the City. Documents in the file shall be retained and preserved in accordance with Florida Public Records laws.

(4) The user shall operate and maintain appropriate monitoring facilities that are safe and accessible at all times, for observation, inspection, sample collection and flow measurement of the user's discharge to the POTW.

(5) The City may impose additional limitations and/or monitoring requirements in accordance with the provisions set forth in this chapter.

## **Sec. 102-430 – INDUSTRIAL PRETREATMENT**

### **Sec. 102-430.1 – Industrial Pretreatment facilities**

(1) Users shall provide wastewater treatment as necessary to comply with this article and shall achieve compliance with all categorical pretreatment standards, and the prohibitions set out in Section 102-410.5(3) of this Chapter within specified time limitations. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense.

### **Sec. 102-430.2 - Categorical Pretreatment Standards**

(1) Mass limitations may be imposed in addition to or in place of the concentration-based limitations. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, equivalent concentration or mass limits may be imposed in accordance with Rule 62-625.410(4), F.A.C., or 40 CFR Chapter 1, subchapter N, Parts 405-471.

(2) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, an alternate limit using the combined waste stream formula in Rule 62-625.410(6), F.A.C., or 40 CFR Chapter 1, subchapter N, Parts 405-471 may be imposed.

(3) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in Rule 62-625.700, F.A.C., that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard in 40 CFR Chapter 1, subchapter N, Parts 405-471

(4) A user may obtain a net gross adjustment to a categorical standard in accordance with Rule 62-625.820, FAC.

(5) The City Manager/Assistant City Manager<sup>EDU</sup> or his designee may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, based on applicable general pretreatment standards, categorical pretreatment standards, and state and local law

### **Sec. 102-430.3 - City's right of revision**

(1) The City reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

### **Sec. 102-430.4 - Dilution**

(1) No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by

an applicable pretreatment standard or requirement. The City Manager/Assistant City ManagerEDU may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

## **Sec. 102-440 - WASTEWATER DISCHARGE PERMIT**

### **Sec. 102-440.1 - Wastewater discharge permitting — New and Existing connections**

(1) Any user who proposes to begin new connection for discharging into the POTW must shall apply for a wastewater permit and the application for the permit in accordance with Sec. 102.440.2 must be filed at least 90 days prior to the date upon which any discharge will begin.

(2) Any user who is currently discharging wastewater into the POTW and who wishes to expand such discharges must apply for a wastewater discharge permit in accordance with Sec. 102.440.2 and shall not cause or allow additional discharges to the POTW to expand until a wastewater discharge permit has been issued.

### **Sec. 102-440.2 – Permit conditions**

(1) A wastewater discharge permit shall include conditions as are deemed reasonably necessary by the City Manager/Assistant City ManagerEDU to prevent pass through or interference, protect the quality of the waterbody receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(2) A wastewater discharge permit shall include the following conditions:

(a) Compliance with this wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit.

(b) Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state, and local law.

(c) Discharge by permittees shall not exceed the local and effluent limits which are included as an attachment to the permit.

(d) Best management practices are to be used and followed to the greatest extent possible. BMPs are included as an attachment to the permit

(e) The local limits may be modified as needed based on regulatory requirements and standards, WWF operation, performance and processes, the industrial user base, potable water quality and domestic wastewater characteristics. The City shall notify the permittee when modifications have been approved by FDEP. The permittee shall have 30 days to comply with the new limits. Permittees shall also be issued an addendum to their wastewater discharge permit containing the new local limits.

(f) Permittees shall periodically provide information and update to the City Manager/Assistant City ManagerEDU on the nature and characteristics of its wastewater discharge.

(g) Unpermitted discharge and/or slug load discharges are prohibited. The permittee shall implement management practices which adequately prevent accidental, unanticipated, or non-routine discharges.

(h) The permittee shall install and maintain inspection and sampling facilities and equipment.

(i) Permittees shall review and update the Accidental Discharge / Slug Load Control Plan every two years. The updated plan shall be submitted the Utility Department within 30 days after the plan has been updated.

(j) This wastewater discharge permit is nontransferable without prior notification and approval of the City Manager/Assistant City ManagerEDU.

(k) Self-monitoring, sampling, reporting, notification, and recordkeeping are required. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law.

(l) Violation of pretreatment standards, requirements, and/or any applicable compliance reporting or submittals is subject to civil and criminal penalties by the City of Lake City. Enforcement by the City of Lake City does not preclude the county, state or federal governments from initiating enforcement proceeding of their own.

(m) Permittees shall notify the City Manager/Assistant City ManagerEDU and WRF operator of any unpermitted discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug loads within 24 hours of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.

(n) The permittee shall permanently post, on the permittee's bulletin board or other prominent place, a notice advising employees who to call in the event of a discharge described in Section 102-440.2(m) above. Permittees shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

(3) Wastewater discharge permits may contain other conditions as deemed necessary to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW such as, but not limited to:

(a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;

(b) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

(c) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(d) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW; and

### **Sec. 102-440.3 - Regulation of waste received from other jurisdictions**

(1) If another public jurisdiction or user wishes to contribute wastewater to the POTW, the City shall enter into an inter-local agreement with the contributing agency. The contributing agency shall provide:

(a) A maximum limit on the volume and a description of the quality of the wastewater discharged to the POTW by the contributing agency;

(b) An inventory of all users located within the contributing agency that are discharging to the POTW; and

(c) Other information as the City Manager/Assistant City ManagerEDU may deem necessary.

(2) The inter-local agreement shall contain the following conditions:

(a) A requirement for the contributing agency to adopt a sewer use ordinance which is at least as stringent as this Chapter. The requirement shall specify that such ordinance must be revised as necessary to reflect changes made to the City's ordinance;

(b) A requirement for the contributing agency to submit a revised user inventory on at least an annual basis;

(c) A provision specifying which pretreatment implementation activities, including wastewater discharge permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing agency; which of these activities will be conducted by the City Manager/Assistant City ManagerEDU; and which of these activities will be conducted jointly by the contributing agency and the City Manager/Assistant City ManagerEDU;

(d) A requirement for the contributing agency to provide the City Manager/Assistant City ManagerEDU with access to all information that the contributing agency obtains as part of its pretreatment activities;

(e) Limits on the nature, quality, and volume of the contributing agency's wastewater at the point where it discharges to the POTW;

(f) Requirements for monitoring the contributing agency's discharge;

(g) A provision ensuring the City Manager/Assistant City ManagerEDU access to the facilities of users located within the contributing agency's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the City Manager/Assistant City ManagerEDU; and

(h) A provision specifying remedies available for breach of the terms of the inter-local agreement.

## **Sec. 102-450 - REPORTING REQUIREMENTS**

### **Sec. 102-450.1 - Application signatories and certification**

(1) All user reports must be signed by the user or an authorized representative of the user and contain the following certification statement:

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

(2) Pretreatment reports shall contain a statement, certified by a licensed professional engineer, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.

### **Sec. 102-450.2 - Baseline monitoring reports**

(1) Users subject to pretreatment standards and requirements shall submit reports;

(a) Within 90 days following the date for final compliance with applicable categorical pretreatment standards,

(b) At least 90 days prior to commencement of discharge and within 90 days following commencement of the introduction of wastewater into the POTW

from a new source and sources that become categorical users subsequent to the promulgation of an applicable categorical standard,

(c) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2), F.A.C., whichever is later,

(2) Users described above shall submit the information set forth below:

(a) The name and address of the facility, including the contact information of the operator and owner.

(b) A list of any environmental control permits held by or for the facility.

(c) A brief description method of pretreatment, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

(d) Information showing the actual or anticipated quantity and measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in Rule 62-625.410(6), FAC.

(e) The categorical pretreatment standards applicable to each regulated process.

(f) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the City Manager/Assistant City ManagerEDU, of regulated pollutants in the discharge from each regulated process.

(g) Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.

(h) A reasonable measure of the user's long-term production rate for users' subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4)(c), F.A.C. The actual production during the appropriate sampling period for all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation).

(3) All wastewater samples must be representative of daily operations and shall be collected and analyzed in accordance with subsection 102-410.6. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.

(4) If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the City Manager/Assistant City



ManagerEDU, using the procedures prescribed in section 102-410.6 and the results of this monitoring shall be included in the report.

(5) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the following requirements.

(a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. No increment shall exceed nine months. Increments should include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation.

(b) The user shall submit a progress report to the City Manager/Assistant City ManagerEDU no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine months' elapse between such progress reports to the City Manager/Assistant City ManagerEDU.

### **Sec. 102-450.3 - Compliance reports**

(1) All significant industrial users shall, at a frequency determined by the City Manager/Assistant City ManagerEDU, but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows and other parameters (i.e., pH) for the reporting period. All periodic compliance reports must be signed and certified in accordance with section 102-450.1 of this article.

(2) Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the City Manager/Assistant City ManagerEDU a report containing the information described in subsections 102-450.2 of this article. For users' subject to equivalent mass or concentration limits established in accordance with the procedures in Rule 62-625.410(4)(c), F.A.C., this report shall contain a reasonable measure of the user's long-term production rate. For all other users' subject to categorical pretreatment standards expressed in terms of allowable

pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period.

#### **Sec. 102-450.4 - Reports of changed conditions**

(1) Each user must notify the City Manager/Assistant City ManagerEDU of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 90 days before the change.

(a) The City Manager/Assistant City ManagerEDU may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 102-110.4(5) of this article.

(b) The City Manager/Assistant City ManagerEDU may issue a new wastewater discharge permit or modify the existing wastewater discharge permit under section 102-110.4(5) of this article in response to changed conditions or anticipated changed conditions.

(2) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20 percent or greater, and the discharge of any previously unreported pollutants.

#### **Sec. 102-450.5 - Reports of potential problems**

(1) Within five days following an unpermitted discharge, the user shall, unless waived by the City Manager/Assistant City ManagerEDU, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of physical or process (treatment) damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any costs incurred by the City, including fines, penalties, or other liability which may be imposed pursuant to this article.

#### **Sec. 102-450.6 - Notice of violation/repeat sampling and reporting**

(1) If sampling performed by a user indicates a violation, the user must notify the City Manager/Assistant City ManagerEDU within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City Manager/Assistant City ManagerEDU within 30 days after becoming aware of the violation. The user is not required to resample if the City Manager/Assistant City ManagerEDU

monitors at the user's facility at least once a month, or if the City Manager/Assistant City ManagerEDU samples between the time the user's initial sampling and when the user receives the results of this sampling.

**Sec. 102-450.7 - Notification of the discharge of hazardous waste**

(1) Any user who commences the discharge of hazardous waste shall, within 180 days after the discharge commences, notify the City Manager/Assistant City ManagerEDU, the WRF operator, EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the user discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharge during the following 12 months.

(2) The notification shall be submitted for each hazardous waste discharged. Notifications of changed conditions must be submitted under section 102-450.4 of this chapter. This notification requirement does not apply to pollutants already reported by users' subject to categorical pretreatment standards under the self-monitoring requirements of sections 102-450.2 and 102-450.3 of this article.

(3) Users are exempt from the requirements of subsection 102.450.7(1) and (2) above if, during a calendar month, the user discharges no more than 15 kilograms of non-acute hazardous wastes, Discharge of more than 15 kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the user discharges more than such quantities of any hazardous waste do not require additional notification.

(4) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the user must notify the City Manager/Assistant City ManagerEDU, the EPA Regional Waste Management Waste Division Director, and state hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(5) In the case of any notification made under this section, the user shall certify that it has a program in place to reduce the volume and toxicity of hazardous waste generated to the degree it has determined to be economically practical.

## **Sec. 102-460 - COMPLIANCE MONITORING**

### **Sec. 102-460.1 - Publication of users in significant noncompliance**

(1) The City Manager/Assistant City ManagerEDU shall publish annually in a daily newspaper of local circulation in the municipality where the POTW is located and post on the website a list of the users which during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

(a) Chronic violations of wastewater discharge limits, defined as those in which 66 percent or more of wastewater measurements taken for the same pollutant parameter taken during a six-month period exceed (by any magnitude) a local limit or numeric pretreatment standard or requirement, including instantaneous limits.

(b) Technical review criteria (TRC) violations, defined as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds a local limit, or the product of a numeric pretreatment standard of requirement, including instantaneous limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(c) Any other discharge violation of a local limit or pretreatment standard or requirement (daily maximum, long-term average, instantaneous limit, or narrative standard) that the City Manager/Assistant City ManagerEDU believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;

(d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City Manager/Assistant City ManagerEDU exercise of its emergency authority to halt or prevent such a discharge;

(e) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(f) Failure to provide within 30 days after the due date, any required reports found in section 102-450 of this article;

(g) Failure to accurately report noncompliance; or

(h) Any other violation(s) which the City Manager/Assistant City ManagerEDU determines will adversely affect the operation or implementation of the local pretreatment program.

## **ARTICLE V. - GAS SERVICE**

### **Sec. 102-510 - General**

(1) The ~~City Manager/Assistant City Manager~~<sup>EDU</sup> or and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purposes of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of this article.

(a) The City will own and perform all work, maintenance, and servicing on the gas distribution system up to and including the meter. The customer is responsible for all system components past the meter.

(b) The City has the authority to deem any appliance unsafe based on an AOC (abnormal operating condition) for use. The City has the authority to consider unsafe conditions or the condition of a structure unsafe for delivery of gas.

(c) Termination of service can be based on this chapter and 25-12.43(2) and 25-12.44 F.A.C., Federal code and the O&M manual for gas service.

### **Sec. 102-510.1 - Application for service; meter deposit.**

(1) Natural gas connection and service rates are hereby established in the SOFRAD and may, from time to time, be adjusted upward or downward by resolution adopted by the City Council at any regular meeting.

(2) *Gas Meter deposit.* Each customer desiring natural gas service shall make application to the City, upon forms provided by the City, for a separate gas meter for each residence, separate business, commercial or industrial location to be connected to the City's natural gas system and shall be required to pay a meter deposit established in the ~~as determined by the most current City Services Fee Schedule~~<sup>SOFRAD</sup>. ~~approved by resolution of the City Council.~~

(a) An amount equal to two months' estimated use as calculated by the Customer Service Department of the City may be applied to non-residential customers based upon estimated use.

(b) For any deposit in excess of \$2,500.00, the customer may, in lieu of a cash deposit, provide a surety bond in the amount of such deposit, executed by a surety company licensed to do business within the State of Florida or provide an irrevocable letter of credit acceptable to the City.

(3) *Additional deposit for customers having prior disconnection for nonpayment or delinquent payment.* In addition to any other provisions relating thereto, any customer having had gas service disconnected for nonpayment or delinquent payment shall be required to pay an additional deposit equal to 100 percent of

the deposit calculated in accordance with the SOFRAD. The deposit shall be retained by the City until service is discontinued, in which event, the City shall apply the same to any outstanding obligations of the customer to the City and refund the balance, if any, to the customer.

(4) *Application by responsible party.* The application shall be completed and signed by or on behalf of the customer responsible for the payment of gas charges.

(5) *Service line installation costs.* Each customer or developer applying for new natural gas service to provide gas for year-round service (for example, water heating or cooking) will receive the first 500 feet of up to two-inch service line installed at no cost. All service line extensions in excess of 500 feet for such new connections will be charged to customer or developer at the actual costs of materials and labor incurred by the City.

### **Sec. 102-510.2 - Monthly rates; adjustment of rates**

(1) *Rate stabilization fund.* The City shall maintain a separate fund to be called the rate stabilization fund. All revenues derived from application of Purchased Gas Adjustment (PGA) charges shall be deposited in the rate stabilization fund and all costs of natural gas supply to include commodity costs, transportation costs, FGU administrative costs and other costs associated with procurement of natural gas shall be paid from the rate stabilization fund. The City shall periodically establish a desired balance in the rate stabilization fund based on actual gas costs and gas price volatility and the PGA adjustment mechanism shall include components designed to achieve the desired balance in the rate stabilization fund.

### **Sec. 102-510.3 - Incentive programs.**

(1) For the purpose of promoting the sale of gas and attracting additional users of gas, the City may establish and create promotional programs and/or grant financial and economic incentives to induce persons to connect to the City gas system and purchase gas. All such promotional programs and/or grants of financial and economic incentives shall be created and established by resolutions adopted by the City Council.

### **Sec. 102-510.4 - Seasonal disconnect/reconnect charges**

(1) The rates hereby established maybe adjusted by resolution adopted by the City Council at any regular meeting. Customers requesting seasonal disconnect/reconnect service from the gas system shall be charged under the following conditions based on the SOFRAD:

- (a) A fee for seasonal cutoff.
- (b) A fee for seasonal reconnection prior to September 30.

- (c) A fee for seasonal reconnection after September 30.
- (d) During the seasonal cutoff period, there will be no charge to the customer for gas service

## **ARTICLE VI. - RECLAIMED WATER DISTRIBUTION SYSTEM**

### **Sec. 102-610 – General**

#### **Sec. 102-610.1 - Findings**

- (1) F.S. Ch. 163, pt. II, entitled the "Local Government Comprehensive Planning and Land Development Regulation Act," as amended, empowers and requires the City Council to plan for the City's future development and growth, and to adopt and amend comprehensive plans, elements, or portions thereof.
- (2) The City, in response to local, state and federal environmental regulations has and will continue to develop and produce highly treated wastewater suitable for reuse applications.
- (3) The reuse of water by the citizens of the City will result in water conservation and will provide an economical source for irrigation.
- (4) The City Council finds that this article is intended and necessary to encourage the most appropriate use of water, consistent with and in the interest of the public health, safety, and welfare.

#### **Sec. 102-610.2 - Authority and intent.**

- (1) It is the intent of the City, to make reclaimed water available to reduce the use of well water and potable water for non-potable water uses by providing reclaimed water to properties within the City service area. It is the intent of the City to promote a more efficient use of reclaimed water and assist in the conservation of potable water. The reclaimed water distribution system shall be constructed in sections to provide service to designated areas as determined by the City, pursuant to the terms and conditions set forth herein. It is further the intent of the City to establish a reclaimed water system for irrigation which complies with the rules and regulations set forth by the state department of environmental protection, which rules appear in chapter 62-610, F.A.C.
- (2) The City reserves the right to temporarily discontinue service to any portion of, or the entire reclaimed water system, as deemed necessary. The City shall have the authority to establish schedules which restrict the use of the reclaimed water system at certain times in order to reduce maximum demands on the system and to regulate usage during periods of limited reclaimed water availability.
- (3) The City Manager/Assistant City Manager~~EDU~~ shall monitor reclaimed water connections so as not to exceed the maximum capacity of the system. It is the intent of the City to maximize the use of reclaimed water. However, at times

it may be necessary to limit a customer's use of reclaimed water. Notwithstanding any provision of this article to the contrary, the City makes no representation as to the continuing availability or implementation of reclaimed water service within the service area.

(4) No payment of any costs, submittal of any application or petition, or undertaking of any other act to receive reclaimed water service shall guarantee such service. The City shall have the right, at all times, to refuse to extend service on the basis of a use detrimental to the system, inadequate supply of reclaimed water, lack of payment of required fees, or for any other reason which, in the judgment of the City, will cause the extension not to be beneficial to the City.

(5) No customer of the reclaimed water system shall have any recourse against the City for the loss of reclaimed water supply or for damage to vegetation or any other damages occasioned by use of the reclaimed water.

(6) The City Manager/Assistant City ManagerEDU may, when necessary for the efficient operation of the water reclamation system or for the health or safety of the general public or the customer, establish regulations regarding the maximum number and type users of the reclaimed water, and the time(s) of day or night and number of days per week during which the reclaimed water may be used by customers.

(7) The City Manager/Assistant City ManagerEDU shall have the authority to promulgate procedures and regulations with respect to the following matters:

(a) Application procedures and requirements.

(b) Installation requirements, permits, specification of acceptable materials and devices, regulations to prevent backflow or cross-connection with the City water reclamation system or any other system.

(c) Enforcement of the ordinances and regulations pertaining to the reclaimed water system including procedures for inspection of the customer's system.

(d) Orderly expansion and use of the reclaimed water system by public and private entities.

(e) The rendering of bills for service and the collection of charges for all services rendered.

(f) Collection of all fees and charges.

### **Sec. 102-610.3 – Administration**

(1) Except as otherwise provided herein, the City Manager/Assistant City ManagerEDU is responsible for the development and promulgation of the necessary rules and regulations for the administration and enforcement of this article.



#### **Sec. 102-610.4 - Availability of service**

- (1) Use of reclaimed water for irrigation shall be a requirement for all development approvals. In the event reclaimed water is not available when the development is approved, the approval shall state that when reclaimed water is available, the irrigation system shall be connected to the system within 90 days of notice of availability.
- (2) Reclaimed water demand for a development shall be calculated based on a minimum irrigation rate of one inch per week for the irrigable area of the property. This irrigation rate equals 3,900 gallons per day per acre of irrigable area.
- (3) For all properties and proposed projects, reclaimed water shall be considered available if reclaimed water lines are within 100 feet of the property.
- (4) The installation of new irrigation wells as the primary source of water where reclaimed water is available is prohibited.

#### **Sec. 102-610.5 - Connection to system**

- (1) Property owners or users that do not have an irrigation system are not required to connect to the reclaimed water system.
- (2) All connections to the reclaimed water system shall be metered and the meter shall be required to utilize an appropriately sized flow meter. All meters for the reclaimed water system will be installed and owned by the City. No reclaimed water installations will be allowed without the installation of a flow meter. A hand control valve must be installed and accessible on the user's side of the City's curbside service line.
- (3) Nonresidential improvements or connections require the use of a licensed contractor or plumber. Residential improvements and connections do not require the use of a licensed contractor or plumber. However, the system shall be inspected and certified by a licensed contractor or plumber prior to receiving reclaimed water.
- (4) All new, proposed and existing irrigation systems, whether on potable water or well, shall be required to connect and use reclaimed water as the primary source for the private irrigation system when reclaimed water is available or within 90 days of written notice of availability. The private irrigation system will be allowed to have a well connection as a secondary water source to be used during times when the City cannot provide the desired volume for the private irrigation system. Properties which have potable and reclaimed water supplied to them shall be required to install backflow prevention devices as found in subsection 102-330 of this chapter. All irrigation systems that are or proposed

to be connected to the reclaimed water system shall be constructed in accordance with the regulations contained in Chapter 62-610, F.A.C.

(5) The City shall not provide reclaimed water service where wells are used as a source of potable water.

(6) No system with a cross-connection to the potable water system will be considered for connection to the reclaimed water system

(7) Reclaimed water may be used for air-conditioning cooling systems in commercial or industrial facilities or buildings in accordance with FDEP regulations.

(8) All irrigation systems shall be permanently installed, in ground irrigation systems. Temporary irrigation systems will not be considered for connection to the reclaimed water system.

(9) Reclaimed water may be used for toilet flushing in commercial or industrial facilities or buildings, motels, hotels, apartment buildings, and condominiums where individual guests or residents do not have access to the plumbing system for repairs or modifications. Reclaimed water pipes shall be installed in accordance with FDEP regulations. No reclaimed water is permitted inside any dwelling unit where the residents have access to the plumbing system for repairs or modifications.

(10) No above ground hose bibs (spigots or hand operated connections) shall be permitted on private systems that connect to the reclaimed water system. Connections to the reclaimed water system shall not include hose connections or above ground faucets, connections or other devices that could permit reclaimed water to be used for any purpose other than irrigation, unless such uses and systems meet FDEP rules and regulations, and have been approved in writing by the City Manager/Assistant City ManagerEDU.

(11) Below ground hose bibs are permitted when they are clearly labeled as non-potable and can only be operated by use of a special tool to be approved by the City Manager/Assistant City ManagerEDU.

(12) Before an application for reclaimed water service will be approved, the applicant must have installed a suitable irrigation system. The irrigation system to be provided by the customer will consist of an underground system with low trajectory water droplet spray heads. The sprinkler system shall be designed to operate at a maximum of 35 psi at 20 gallons per minute of flow. Should the customer require reclaimed water at different pressures, or different quality, or in any way different from that normally supplied by the City, the customer shall be responsible for the necessary devices to make these adjustments and for obtaining the approval of the City Manager/Assistant City ManagerEDU.

(13) The customer shall be responsible for the maintenance and repair of all irrigation lines and appurtenances on the customer's property, unless said facilities are located within land previously dedicated to the City or land in which the City has been issued and has accepted a license or permit to operate said

facilities. The maintenance shall include adjustment of heads to avoid application of reclaimed water onto but not limited to: streets, public sidewalks, canals, swimming pools, hot tubs or wading pools. Also included is maintenance of pipes and valves so as not to cause damage to City streets or utilities. Failure to keep the system properly maintained or fail to meet the requirements of chapter 62-610, F.A.C, shall result in discontinuance of service. The City bears no responsibility for any damages to sprinkler systems or property.

(14) Where trunk mains exist and reclaimed water is available, the connection of distribution mains to the reuse trunks shall be accomplished by the developer at the sole expense of the developer. In the instance that adequate reclaimed water is not available or new developments install distribution systems where no reuse trunk mains exist, the City shall connect the distribution mains to the trunk mains upon the availability of said supply and mains.

**Sec. 102-610.6 - Authority to adopt rates, fees and charges.**

(1) The City Council shall have the authority by ordinance duly adopted after a public hearing, to establish rates, fees and charges for the reclaimed water system, and to provide terms and conditions for the payment and collection of same.

**Sec. 102-610.7 - Discontinuing service by City.**

(1) The City may discontinue reclaimed water service to any customer due to a violation of the terms of this article or any other City regulation, non-payment of utility system bills, tampering with any utility system service, plumbing of cross-connections with another water source, or the undertaking of any other activity that may be detrimental to the system. The City has the right to cease service until the condition is corrected and all costs due the City are paid. These costs may include delinquent billings, connection charges, and payment for any damage caused to the system. Should discontinued service be restored without authorization, the city shall remove the service and make such additional charges as are established by ordinance.

**Sec. 102-610.8 - Interruption of service by City.**

(1) The City reserves the right to temporarily discontinue service to any portion of, or the entire reclaimed water system, as deemed necessary by the City Manager/Assistant City Manager~~EDU~~ The City Manager/Assistant City Manager~~EDU~~ shall have the authority to establish schedules which restrict the use of the reclaimed water system at certain times in order to reduce maximum demands on the system and to regulate usage during periods of limited reclaimed water availability.

**Sec. 102-610.9 - Easement dedications.**

(1) An applicant for reclaimed water service shall dedicate land or shall grant perpetual easements to the City for reuse transmission and distribution facilities as required to provide reclaimed water service without charge to City.

**Sec. 102-610.10 - Permits**

(1) The City shall obtain and fulfill, at its expense, all necessary permits and approvals for the construction and operation of the reclaimed water distribution facilities constituting the City's reclaimed water system. Once service is available, any additional permits or approvals required for service to any particular customer, for the customer's benefit, shall be obtained at the sole expense of said customer.

(2) Customers that desire receiving services from the reclaimed water system when service is available shall submit an application in accordance with the connection permit requirement in Section 102-110.4 of this chapter. Connections to the reclaimed water system shall follow the same criteria and requirements as connections to the potable water system.

**Sec. 102-610.11 - Priorities for extending reclaimed water service.**

(1) The City Manager/Assistant City ManagerEDU shall determine priorities for reclaimed water line extensions based on technical input from City staff and its consultants.

**Sec. 102-610.12 - Potable water wells.**

(1) As mandated by the FDEP, the City shall not provide reclaimed water service where wells are used as a source of potable water, and where setback requirements cannot be maintained. It shall be unlawful and an offense against the City to install a potable water supply well for use within FDEP-mandated setback requirements of existing or known proposed reuse sites.

**Sec. 102-610.13 - Right to service.**

(1) No payment of any costs, submittal of any application or petition, or undertaking of any other act to receive reclaimed water service shall guarantee such service. The City shall have the right, at all times to refuse or discontinue water service on the basis of a use detrimental to the system, inadequate supply of reclaimed water, lack of payment of required fees, or for any other reason which, in the judgment of the City will cause continued service as contrary to the City.

**Sec. 102-610.14 - Service outside the City.**

(1) Reclaimed water service may be provided to properties located outside the corporate limits of the City within the County. Such service will be extended on an actual cost basis and may include service to a governmental unit. All applications for service outside the corporate limits of the City shall be reviewed by the City Manager/Assistant City ManagerEDU and such service shall be approved only if an adequate supply of reclaimed water is and will be available

to meet all anticipated needs within the incorporated areas of the City. The City Manager/Assistant City ManagerEDU shall review and approve all service line sizes and all other necessary design components. In any event, final approval of reclaimed water service outside the corporate limits of the City must be approved by the City.

**Sec. 102-610.15 - Service application requirements.**

(1) Reclaimed water service shall be applied for through the office of the City Manager/Assistant City ManagerEDU by completing and signing an application form, subject to this article.

(2) Applications for all reclaimed water services within any City, County or State maintained right-of-way shall include a dimensional plan showing the location of the requested service line relative to the nearest street intersection, etc., as required by the City, the County or the State Department of Transportation.

(3) Before an application for reclaimed water service will be approved, the applicant must have installed a suitable irrigation system. The irrigation system to be provided by the customer will consist of an underground system with permanently placed sprinkler devices. The sprinkler system shall be designed to operate at a maximum of 35 psi at 20 gallons per minute of flow. The City bears no responsibility for any damages to sprinkler systems or property. No system with a cross-connection to the potable water system will be considered for connection to the reclaimed water system. Temporary systems will not be considered for connection to the reclaimed water system. The systems shall not include aboveground faucets or other devices or connections that could permit reclaimed water to be used for any purpose other than irrigation, unless such uses and systems meet FDEP rules and regulations, and have been approved in writing by the City Manager/Assistant City ManagerEDU.

(4) All new irrigation systems constructed in areas where the City has determined to make reclaimed water available shall be constructed in accordance with the regulations contained in Ch. 62-610, F.A.C.,

**Sec. 102-610.16 - Meter requirements.**

(1) All reclaimed water users shall be required to utilize an appropriately sized flow meter. All meters for the reclaimed water system will be installed and owned by the City. No reclaimed water installations will be allowed without the installation of a flow meter.

**Sec. 102-610.17 - Cross-connection control.**

(1) Cross connection control for reclaimed water system shall follow the requirements in section 102-330 of this chapter.

(2) In all premises where reclaimed water service is provided, the public or private potable water supply shall be protected by an approved backflow

prevention device. All devices and material installed for backflow prevention must comply with FDEP criteria and be approved by City.

(3) Where any cross-connection is found, it shall be immediately disconnected. Before reconnection of that service, the public potable water system shall be protected against the possibility of future cross-connections, and additional devices may be required as specified by the general manager and installed at the customer's expense.

(4) To determine the presence of any potential hazards to the public potable water system and for the purposes of perpetual maintenance and repair of reclaimed water system appurtenances, the City shall have the right to enter upon the premises of any customer receiving reclaimed water. Each customer of reclaimed water service shall, by application, give written consent to such entry upon such customer's premises.

**Sec. 102-610.18 - Construction specifications.**

(1) The following specifications shall apply to irrigation systems, piping and appurtenances to be connected to the reclaimed water system:

(a) No reclaimed water is permitted inside any single-family or duplex dwelling unit or any dwelling unit where the residents have access to the plumbing system for repairs or modifications.

(b) Reclaimed water may be used for toilet flushing in commercial or industrial facilities or buildings. Reclaimed water may be used for toilet flushing in motels, hotels, apartment buildings, and condominiums where individual guests or residents do not have access to the plumbing system for repairs or modifications. Reclaimed water pipes shall be installed in accordance with FDEP regulations.

(c) Reclaimed water may be used for air-conditioning cooling systems in commercial or industrial facilities or buildings in accordance with FDEP regulations.

(d) No above ground hose bibs (spigots or hand operated connections) shall be permitted.

(e) Below ground hose bibs are permitted when they are clearly labeled as non-potable and can only be operated by use of a special tool to be approved by the City Manager/Assistant City ManagerEDU.

(f) Fire hydrants may be installed on mains constructed within the City in accordance with department construction specifications at such locations as deemed appropriate by the City Manager/Assistant City ManagerEDU.

(g) Existing residential irrigations systems may connect provided there are not above ground hose bibs, no cross-connections and the potable water supply is protected by an approved backflow prevention device.

(h) New residential irrigation systems have no special construction specification except there shall be no above ground hose bibs, no cross-connections and the potable water supply is protected by an approved backflow prevention device.

(i) Existing nonresidential irrigation systems shall have no above ground hose bibs, no cross-connections and the potable water supply shall be protected by an approved backflow prevention device.

(j) Residential improvements and connections do not require the use of a licensed contractor or plumber. Nonresidential improvements or connections do require the use of a licensed contractor or plumber.

(2) New reclaimed water distribution improvements dedicated to the City for maintenance shall meet the following specifications:

(a) All pipes shall be at least C-900, DR18, Class 150 PVC and shall be purple in color (similar to Pantone 522C) and marked with metallic tape reading "RECLAIMED WATER".

(b) All improvements shall require a construction permit and shall be constructed by a licensed contractor.

(c) Three sets of plans and specifications shall be submitted with the permit application

(d) Mains shall be a minimum of three inches in diameter

(e) Service lines shall be as required by the property served, but shall in no case be less than one inch in diameter. Sizes of service lines required by the applicant are subject to approval by the City Manager/Assistant City ManagerEDU.

### **Sec. 102-610.19 - Maintenance by the customer**

(1) The customer shall be responsible for the maintenance and repair of all irrigation lines and appurtenances on the customer's property, unless said facilities are located within land previously dedicated to the City or land in which the City has been issued and has accepted a license or permit to operate said facilities. The City reserves the right to disconnect the service to any property when the irrigation system and appurtenances are not properly maintained or fail to meet the requirements of Ch. 62-610, F.A.C. In addition, should the customer require reclaimed water at different pressures, or different quality, or in any way different from that normally supplied by the City, the customer shall be responsible for the necessary devices to make these adjustments and for obtaining the approval of the City Manager/Assistant City ManagerEDU.

### **Sec. 102-610.20 - Maintenance by the City**

(1) All facilities that have been conveyed, dedicated or transferred to and accepted by the City shall become the property of the City and will be operated, maintained and repaired by the City. No person shall perform any work nor be reimbursed for any work on the system unless written authorization from the City is received prior to the work being commenced.

(2) The City shall make a reasonable effort to inspect and keep its facilities in good repair, but assumes no liability and shall be held harmless for any damage caused by the system that is beyond the control of normal maintenance or due to situations not previously reported to the department. This shall include damage due to breaking of the pipes, poor quality of water caused by unauthorized or illegal entry of foreign material into the system, faulty operation of fire protection facilities, or other reasons.

**Sec. 102-610.21 - Common service lines**

(1) The City Manager/Assistant City ManagerEDU shall have the authority to approve one service line to connect or service two or more customers when sufficient capacity is available. In these cases, each customer shall pay the full connection and billing charges. Common service lines will be sized to provide adequate service to each customer serviced.

**Sec. 102- 610.22 - Public easement**

(1) When reuse lines and appurtenances are initially installed by a person or entity other than the City, said lines and appurtenances shall not be accepted by the City for maintenance unless the facilities are within a dedicated public right-of-way or easement, constructed by a licensed contractor, and such facilities are determined by the City Manager/Assistant City ManagerEDU to be in good working order. Any new easement, or licensed or permitted area, shall be adequately sized to accommodate construction and maintenance of any reuse system component. No obstruction of whatever kind shall be planted, built, or otherwise created within the limits of the easement, right-of-way, or licensed or permitted area, without the written permission of the City Manager/Assistant City ManagerEDU.

**Sec. 102-610.23 - Ownership by City**

(1) All reclaimed water facilities and appurtenances within dedicated public rights-of-way or easements when constructed or accepted by the City shall become and remain the property of the City. No applicant or customer shall by payment of any charges provided herein, or by causing any construction of facilities accepted by the City, acquire any interest or right in any such facilities or any portion thereof, other than the privilege of having his/her/its property connected thereto for reclaimed water service in accordance with this article. The City shall be sole provider of reclaimed water except as approved by City Council for permission by another governmental entity.



**Sec. 102-610.24 - Appeals to City Council**

(1) Any refusal by the City Manager/Assistant City Manager~~EDU~~ to grant service to an applicant, or any other decision made by the City Manager/Assistant City Manager~~EDU~~ pursuant to this article, may be appealed to the ~~Utility Advisory Committee~~City Council for a final and binding decision.

**Sec. 102-610.25 - Adoption of Chapter 62-610, FAC**

(1) The rules and regulations appearing in Ch. 62-610, F.A.C., are hereby adopted by reference as though fully set forth within this article. In the event of any variation between the provisions of Ch. 62-610, F.A.C. and the provisions of this article the stricter provision shall prevail.

**Sec. 102-610.26 - Transfer of reclaimed water**

(1) It shall be unlawful and an offense against the City for any person or entity to sell, barter, trade or otherwise transfer reclaimed water to any other person or entity, or to any property other than the authorized property, after having initially received said reclaimed water from the City,

**Sec. 102-610.27 - Applicability to initial users**

(1) It is not the intent of the City Council, by the enactment of this article, to invalidate or otherwise render ineffective any term, provision or condition of any reclaimed water supply contract entered into between the City and any initial user herein identified prior to the effective date of this article.

**Sec. 102-610.28 - Reclaimed water service rate**

(1) *Reclaimed water service charges.* The schedule of monthly rates and charges for reuse shall be provided the City:

(a) Contracts for bulk users who use less than 100,000 gallons per day may be negotiated with the approval of the City.

(b) County customers will be charged a 25 percent surcharge. This surcharge will continue to be 25 percent after each rate adjustment.

(2) *Waiver of fees.* The City Manager/Assistant City Manager~~EDU~~ may adjust or waive reclaimed water charges to bulk users willing to take reclaimed water for storage at the request of the City.

(3) For non-metered service, one acre in size or smaller, the monthly charge shall be \$15.00 per month.

(4) For non-metered service for multi-units of two or more, the monthly charge shall be \$8.00 per month per unit.

(5) All reclaimed water connections for public property will be charged a maximum connection fee of \$200.00 per connection point.

(6) The connection fee for reclaimed water service will consist of the tap fee as found in SOFRAD. All reclaimed water connections larger than two inches be charged for at actual cost.

(7) *Consumer price index adjustments.* Commencing October 1, 2007, and each October 1 thereafter, the rates charged for reclaimed water service provided for in this section, and elsewhere herein, shall be adjusted and increased by an amount equal to the percentage of increase, if any, in the Consumer Price Index-U.S. Cities Average-All Urban Consumers-All Items-old base (1967=100), as published by the United States Department of Labor, Bureau of Labor Statistics, referred to in this subsection as the "index" between the index number of the index of July 1, 2006, which is herein referred to as the "base index number," and the index number of the index on each July 1 of each year thereafter, referred to herein as the "current index number." If the current index number on July 1 of each year beginning July 1, 2007, is greater than the base index number, then the rates charged for reclaimed water services as provided for in section, and elsewhere herein, for the next 12-month period starting October 1, 2007, and on October 1 of each succeeding year thereafter, shall be increased by an amount by which the current index number exceeds the current index number on July 1 of the preceding July 1. In no event shall the increase exceed ten percent in any one year.

**Sec. 102-610.29 - Connection charges; capital costs, reconnection; violation; non-consent fees**

(1) *Connection charges.* Connection charges to the reclaimed water systems shall be as found in the SOFRAD. The customer shall be responsible for any charges for the installation of required back-flow prevention devices.

(2) *Meter required.* Where the use of reclaimed water is other than for irrigation purposes, the customer shall be required to pay all costs associated with the purchase of the meter.

(3) All service connections shall be required to have a meter and shall become the property of the City after it is installed.

(a) *Re-connection fee.* A customer whose service has been voluntarily disconnected or disrupted for non-payment may resume reclaimed water service after paying any past due amounts and a reconnection fee as found in the SOFRAD.

(b) *Violation.* Where service has been disconnected for violation of an ordinance or regulation regarding reclaimed water, such service shall not be reconnected until the City receives adequate assurances and guarantees that such a violation will not recur and all fee and penalties have been paid.

(c) *Illegal/non-consent fee.* When an unauthorized connection is made to the water reclamation system or a connection to the system is made without the

prior authorization of the City, this section shall prevail and a fee equal to the connection fee times five percent plus estimated usage and base charges paid to the City.

**Sec. 102-610.30 - Requirements for developers to provide a water reclamation/distribution system**

(1) Where trunk mains exist and reclaimed water is available, the connection of distribution mains to the reuse trunks shall be accomplished by the developer at the sole expense of the developer. In the instance that adequate reclaimed water is not available or new developments install distribution systems where no reuse trunk mains exist, the City shall connect the distribution mains to the trunk mains upon the availability of said supply and mains.

(2) All taps to the reuse distribution system shall be approved in writing by the City Manager/Assistant City Manager~~EDU~~ prior to tapping.

**Sec. 102-610.31 - Promulgation/enforcement of water reclamation system and procedures**

(1) *Promulgation and enforcement.* The City Manager/Assistant City Manager shall have the authority to promulgate procedures and regulations with respect to the following matters:

(a) Application procedures and requirements.

(b) Installation requirements and permits, including specification of acceptable materials, devices and regulations to prevent backflow or cross-connection with the City water reclamation system and any other system.

(c) Enforcement of the ordinances and regulations pertaining to the water reclamation system including procedures for inspection of the customer's system.

(d) Orderly expansion and use of the water reclamation system, public and private.

(e) Procedures to ensure that all wells located on the property receiving reclaimed water will be completely disconnected and properly abandoned from irrigation systems on the property.

(f) The rendering of bills for service and the collection of charges for all services rendered.

(g) Collection of all fees and charges and recording in the public records and liens agreed to by customers of the system.

(2) *Promulgation and regulations.* The City Manager/Assistant City Manager~~EDU~~ may when necessary for the efficient operation of the water

reclamation system or for the health or safety of the general public or the customer, establish regulations regarding the following matters which regulations shall become effective upon city council approval by resolution:

(a) The time(s) of day or night and number of days per week during which the reclaimed water may be used by customers.

(b) The maximum number and type users of the reclaimed water.

(3) *Cross connection/non-complying device prohibited.* Cross connection of reclaimed water with other sources of water or use for potable purposes is prohibited. Reclaimed water shall not enter a residence or building or within a dwelling unit. No person shall construct, operate, maintain, or allow to remain present on his or her property, any device or system which is connected to or which controls a device or system connected to the City's water reclamation system and which is not in compliance with all provisions of Florida Administrative Code, Ch. 62-610, and with all procedures and regulations promulgated pursuant to this section. The person who owns or controls the property upon which a non-complying device or system is found shall be liable to the City for the cost associated with the securing and/or removal of the non-complying device or system. These costs shall constitute a lien against the property upon which the non-complying device or system is located.

(4) *Device(s) and installation.* The required type of device for backflow installation upon the residential and commercial premises to protect the potable water supply where reclaimed water is to be used, shall comply with the potable water supplier's specifications, installation, testing, and maintenance of the device shall be the responsibility of the customer and the customer shall comply with the potable water supplier's policies, procedures and specifications. Vacuum breakers shall be installed on all outside potable water faucets to prevent back siphonage.

(5) *Noncompliance liability.* Any customer whose water reclamation system is in violation of any City ordinance, regulation, or procedure shall be subject to immediate discontinuance of the customer's reclaimed water service. Such discontinuance of service shall not relieve any person of liability for civil actions of municipal ordinance violation prosecution.

(6) *System responsibility.* The City Manager/Assistant City ManagerEDU will be responsible for the training of all City cross-connection control and inspection personnel to ensure that the adopted rules and regulations are followed.

(7) *In-ground irrigation and prohibited attachments.* All irrigation systems shall be permanently installed and consist of low trajectory water droplet spray heads of in ground irrigation design. Hose connections and faucets are prohibited on the water reclamation system.

(8) *Owners reuse control.* A hand control valve must be installed and accessible on the user's side of the City's curbside service line.

### **Sec. 102-610.32 - Unauthorized work**

(1) *Unauthorized work prohibited.* No person, unless expressly authorized in writing by the City Manager/Assistant City ManagerEDU shall tamper with or in any way alter or damage any City water reclamation facility. This shall include, but is not limited to, opening or closing of City valves, or causing of any water to flow from the system. No unauthorized person shall cut into or make any connections into the system. The offending person(s) or property owner shall be liable for the cost of all charges attributable to the correcting of such tampering, including legal expenses, but payments of or correcting of such damage shall not relieve the offending person from civil penalties the City or a court may impose for a violation of this article.

(2) *Maintenance required.* The owner or controller of the property must maintain the water reclamation system and devices upon the premises. This specifically includes adjustment of heads to avoid excessive overspray onto but not limited to: streets, public sidewalks, canals, swimming pools, hot tubs or wading pools. Also included is maintenance of pipes and valves so as not to cause damage to City streets or utilities. Failure to keep the system in repair shall result in discontinuance of service.

### **Sec. 102-610.33 - Inspection rights of City**

(1) To ensure that the provisions of the City's ordinances, regulations and procedures are being observed, the City reserves the right and privilege of inspecting and removing devices.

(2) Inspections without cause to believe that an ordinance or regulation is being violated shall be at reasonable times and shall not exceed a reasonable frequency. Inspections where there is a reasonable cause to believe that an ordinance or regulation is being violated shall be at such time and shall occur with such frequency as is necessary to establish that an ordinance or regulation is or is not being violated.

(3) *Consent to inspect.* Each customer of the water reclamation system shall, by application, give prior written consent to City personnel to enter upon such premises. Failure of the City to obtain such a written waiver shall not affect the right of the City to proceed pursuant to subsection (a) of this section.

(4) *Refusing inspection, consequences.* Refusing to permit an authorized agent or employee of the city to enter onto the premises for the purposes of inspecting the customer's water reclamation system pursuant to this section of this Code shall be grounds for immediate discontinuance of the water reclamation system service by the authority to the subject premises.

**Sec. 102-610.34 - Conditions of use**

(1) No customer of the water reclamation system shall have any recourse against the City for the loss of reclaimed water supply or for damage to vegetation or any other damages occasioned by use of the reclaimed water.

**ARTICLE VII. - STORMWATER MANAGEMENT UTILITY SYSTEM**

**Sec. 102-710 - General**

**Sec. 102-710.1 - Creation.**

(1) Pursuant to the home rule power of article VIII, 2(b) Florida Constitution, F.S. Ch. 166, and F.S. § 403.0893, the City does hereby establish a stormwater management utility. The utility shall be responsible for stormwater management throughout and within the limits of the City, and shall provide for the conservation, management, maintenance, extension, and improvement of the public stormwater systems to collect, control, convey, store, detain, retain, recharge, and treat stormwater and through regulation of stormwater management systems on private property. It shall be the long-term objective of the City to provide a comparable and consistent level of stormwater service to similarly situated properties through the City.

**Sec. 102-710.2 – Criteria**

(1) Stormwater systems shall be designed according to the criteria found in SRWMD's Applicant's Handbook Volume II, sections III, IV, and V.

(2) All construction plans, supporting calculations which include water quantity calculations, and geotechnical reports shall be signed and sealed registered professional engineer. Surveys shall be signed and sealed by the appropriate registered professional.

(3) Stormwater, cooling water and all other unpolluted waters shall only be discharged to the stormwater system or to a natural outlet approved by the approved development permit.

(4) Untreated waters shall not be discharged directly to the aquifer through drainage wells or go-away holes.

**Sec. 102-710.3 – Computer Models**

(1) The City does not have a specified list of computer models that must be used. Any model used must be able to provide the reasonable assurance that is required for issuance. City staff will use common models or if available the model the design professional used in order to review the results. If the model the design professional used is not available to the City reviewer, the results from available models must be similar.

**Sec. 102-710.4 – Wetlands**

(1) Developments are to be designed with the minimal amount of wetland impacts possible. All submitted plans with wetland impacts will be required to show that all alternatives will have more impacts than the submitted set of plans.

**Sec. 102-710.5 - Enterprise fund account**

(1) There is hereby established a stormwater management utility enterprise fund which shall be used solely for the independent and separate accounting of all revenues, expenditures, assets and liabilities, earnings, and obligations of the stormwater management utility. Unless otherwise specifically authorized by the City Council through an ordinance, the revenues and other assets of the stormwater management utility shall be used only for the conservation, management, protection, control, use and enhancement of stormwater in the city and the acquisition, administration, construction, acquisition of equipment, management, maintenance, extension and improvement of the public stormwater systems and regulation of public and private stormwater systems, facilities and activities related thereto.

**Sec. 102-710.6 - Service area, scope of responsibility and service level objective**

(1) The stormwater management utility shall be responsible for stormwater management throughout the City's stormwater service area, and shall provide for the conservation, management, maintenance, extension, and improvement of the public stormwater systems to collect, control, convey, store, detain, retain, recharge, and treat stormwater and through regulation of stormwater management systems on private property. It shall be the long-term objective of

the City to provide a comparable and consistent level of stormwater service to similarly situated properties through the stormwater service area.

**Sec. 102-710.7 - General financing and service charge rate policy**

(1) It shall be the policy of the City that funding for stormwater management be equitably derived through methods which have a demonstrable relationship to the varied demands imposed on the City's stormwater systems and programs, the level of service provided, and benefits realized as a result of the provision of adequate stormwater management services and facilities. Service fees for stormwater management shall be fair and reasonable, and shall bear a substantial relationship to the cost of providing services and facilities. The cost of stormwater services and facilities may include operating, capital improvement, equipment, property, and reserve expenses, and may consider stormwater quality as well as stormwater quantity management requirements. Similarly-situated properties shall pay similar charges. Service charge rates shall be designed to be consistent and coordinated with the City's use of other stormwater management funding mechanisms, including but not limited to plan review and inspection, fees, special fees for services, fees in lieu of regulatory requirements, impact fees, system development charges, and special assessments so as to accomplish the City's overall objective of equitable funding.

**Sec. 102-710.8 - Service fees**

(1) The City Council hereby establishes stormwater management utility service fees, which shall be adopted by ordinance, and which shall be billed to all properties in the stormwater service area of the City, except as specific exemptions allowed in this article or in future ordinances or amendments to this article shall apply. The stormwater management utility service fees may include a service rate fee applied to each property related generally to the amount and quality of runoff discharged to the public stormwater systems and stormwater receiving waters, a base rate fee for certain costs of service common to all stormwater management utility accounts, and special service fees to persons, entities or properties which require services and/or facilities not commonly needed by all persons, entities, or properties.

(a) The service fee charge shall be reflective of the cost of providing services and facilities to properly control stormwater runoff quantity and quality.

(b) An amount will be included in the billing to cover the cost of billing and accounting for each account, together with administrative charges, as determined by the City Council during the annual budgeting process.

(c) Special service fees shall be structured to recover the cost of providing to certain persons, entities and properties stormwater management services that



are not commonly required by all stormwater service charge ratepayers. Such services may include, but are not limited to, private development plan review and inspection, site inspections to verify the operational condition of on-site stormwater management systems such as private detention/retention and conveyance facilities, monitoring and mitigation activities related to conditions on individual properties which impact water quality, and actions to abate conditions on private properties which do not comply with adopted City standards and/or which interfere with proper stormwater management and have been designated by the City Manager or a duly authorized representative of the City Manager to constitute a public nuisance.

### **Sec. 102-710.9 - Fee collection**

- (1) The stormwater management utility fee shall be for all properties subject to the fee.
- (2) Any charge due which has not been paid when due shall bear interest at the rate of one and one-half percent per month and may be recovered in an action of law by the city. The delinquent account shall be responsible for all costs of collection to include reasonable attorney's fees whether or not suit is necessary.
- (3) In the case that a tenant in possession of any premises or buildings shall pay such stormwater management utility fees, it shall relieve the land owner from such obligation; but the city shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No change of ownership or occupancy shall affect the obligation to pay and the failure of any owner to learn that he has purchased property with a lien shall not affect the obligation to pay.

### **Sec. 102-710 - Stormwater attenuation credits**

- (1) If a nonresidential property owner installs property permitted, constructed and maintained stormwater runoff attenuation facilities, systems and/or structures, such property owner shall be eligible for a stormwater attenuation credit, if the discharge from the property is pre-post rates and/or volumes to natural they pay the same as a residential.
- (2) The stormwater attenuation credit shall be determined by a professional, licensed engineer, at the property owner's expense, and shall be based upon the reduction of stormwater runoff achieved by the attenuation facilities, systems and/or structures during the applicable storm event compared to the stormwater runoff, without the attenuation facilities, systems and/or structures, expressed in terms of ERUs. The engineer's calculation of the attenuation credit shall be subject to the City's review and approval. In no case shall stormwater attenuation credits be given to any properties which have attenuation facilities systems and/or structures that are maintained by the City.

(3) The stormwater attenuation credit will be realized by the property owner by reduction of the property's ERU factor by the attenuation credit, in ERUs, the resultant ERU factor being applied for the purpose of calculation of the property's stormwater fee.

**Sec. 102-710.11- Appeal of service fees**

(1) Any person seeking adjustment or relief from the stormwater management utility service fees may appeal in the following manner. An appeal must be filed in writing with the Growth Management Department. It shall include a survey prepared by a registered land surveyor or engineer showing the total property area of the parcel and the impervious surface area on the property and other features or conditions which influence the hydrologic response of the property. Based on the information provided, a technical review shall be conducted by the City and a written determination issued stating whether an adjustment to the service fee is appropriate and if so the amount of such adjustment. If the person or entity seeking adjustment or relief from the service fee desires, they may be appeal it to the ~~City Utility Advisory Committee~~Council. This appeal process shall not interfere with the rights of the person or entity to seek judicial relief in a court of competent jurisdiction, but shall be exhausted before judicial relief is pursued.

**Section 3.** Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

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

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

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

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

**PASSED** upon first reading this \_\_\_\_ day of \_\_\_\_\_ 2023.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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


By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

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

**File Attachments for Item:**

4. City Council Ordinance No. 2023-2264 (final reading) - An ordinance of the City of Lake City, Florida; implementing the State's Statutory Mandate to prepare business impact estimates prior to the adoption of proposed ordinances pursuant to Section 166.041(4), Florida Statutes; providing findings; adopting business impact estimate procedures, requirements, and exemptions; providing severability; providing for conflicts; and providing for an effective date.

Passed on first reading 10/2/23

**ORDINANCE NO. 2023-2264**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; IMPLEMENTING THE STATE’S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; PROVIDING FINDINGS; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS, & EXEMPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1. FINDINGS.** In adopting this Ordinance, the City Council of the City of Lake City, Florida (hereinafter the “City”) hereby makes and expresses the following findings, purposes, and intent:

(1) The City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government’s residents by both the Florida Constitution and the Florida Legislature.

(2) The procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes.

(3) The Florida Constitution grants cities broad authority to take actions furthering citizens’ health, welfare, safety, and quality of life called “home rule,” and this authority includes legislative powers to enact local laws.

(4) Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law.

(5) These home rule powers have been liberally construed when reviewed by courts.

(6) This broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness.

(7) A municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and

inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes.

(8) A municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest, and city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature.

(9) Beginning October 1, 2023, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate."

(10) If a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable.

(11) The Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions.

(12) The statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs.

(13) This unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable.

(14) The state has created a number of exemptions for certain specified ordinances, including:

- Ordinances required to comply with federal or state laws or regulations
- Ordinances relating to the issuance or refinancing of debt
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget
- Ordinances required to implement a contract or agreement, including grants or financial assistance
- Emergency ordinances
- Ordinances relating to procurement
- Ordinances enacted to Implement: Part II, Ch. 163, including land development regulations, zoning, development orders, development

agreements, and development permits; Sections 190.005 and 190.046 (CDDs); the Florida Building Code; the Florida Fire Prevention Code.

(15) The City Council has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

**SECTION 2. CREATION OF SECTION 2-54 CODE OF ORDINANCES; IMPLEMENTATION OF STATUTORY MANDATE TO PERFORM BUSINESS IMPACT ESTIMATES.** Section 2-54 of the Code of Ordinances of the City of Lake City, Florida (hereinafter the “Code”) is hereby created to read as follows:

**Sec. 2-54. Implementation of Statutory Mandate to Perform Business Impact Estimates.** The City Council hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Council shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge.

**SECTION 3. SEVERABILITY.** If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full effect.

**SECTION 4. CONFLICTS.** Should any provision contained in this Ordinance conflict with any prior provision of the Code or any City ordinance, then the provisions of this ordinance shall control.

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



**SECTION 5. EFFECTIVE DATE.** This Ordinance shall take effect upon passage.

**PASSED** upon first reading this \_\_\_ day of October 2023.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

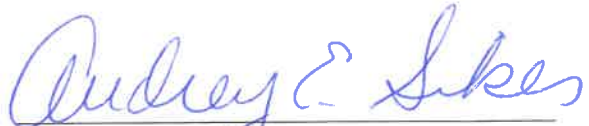
By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

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

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

**File Attachments for Item:**

5. Discussion and Possible Action: Annie Mattox Park Camera Installation (Assistant City Manager Dee Johnson)

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT: Annie Mattox Camera System**

**DEPT / OFFICE: City Manager**

<b>Originator:</b> Dee Johnson		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> City Manager	<b>Date</b> 9/26/2023
<p><b>Recommended Action:</b> Transfer \$58,729.34 from 001.05.519-090.99.02 ARPA funds to 001.05.519-080.82 aid to private organizations to cover cost of installation and equipment.</p>		
<p><b>Summary Explanation &amp; Background:</b> Resolution 2022-049 approved the installation of cameras at Annie Mattox Park to benefit the surrounding neighborhoods and curb violence in the area. I request to move \$58,739.34 from ARPA funds to cover the total anticipated costs as follows:</p> <p>Annie Mattox South: \$41,787.13  Annie Mattox North: \$14,452.21  Ancillary Equipment: \$ 2,000.00  Cellular Service (1 Yr): \$ 500.00  Total Anticipated: \$ 58,739.34</p>		
<p><b>Alternatives:</b> Reduce coverage of park.</p>		
<p><b>Source of Funds:</b> ARPA 001.05.519-090.99.02</p>		
<p><b>Financial Impact:</b> \$58,739.34</p>		
<p><b>Exhibits Attached:</b> Resolution 2022-049 Motorola quotes</p>		

**CITY COUNCIL RESOLUTION NO. 2022-049**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE APPROPRIATION OF A GRANT TO THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR IMPROVEMENTS TO THE PRIVATE PARK GOVERNED BY THE ANNIE MATTOX RECREATION CENTER, INC.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Annie Mattox Recreation Center, Inc. (hereinafter “AMRC”) has requested assistance from the City of Lake City, Florida (hereinafter the “City”) toward the resurfacing of basketball courts and tennis courts and improved lighting of the courts (hereinafter the “Project”); and

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that installing camera systems on the AMRC property would benefit the surrounding neighborhoods and curb violence; and

**WHEREAS**, the AMRC agrees that the City would retain ownership of any camera systems installed on the AMRC property; and

**WHEREAS**, the City Council finds that awarding a grant to the AMRC for the completion of the Project and the installation of the aforementioned camera systems in accordance with the terms and conditions of the attached *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the “Grant Agreement”) is in the best interests of the City.

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

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

**Section 2.** The Mayor is authorized to execute the Grant Agreement and the city administration shall initiate the procurement and construction of the Project in accordance with the City Code.

**Section 3.** Severability. If any clause, section, or other part of this


resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

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

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

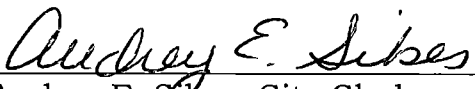
**PASSED AND ADOPTED** at a meeting of the City Council this 6<sup>th</sup> day of June 2022.

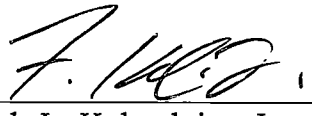
**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By:   
Audrey E. Sikes, City Clerk

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

ENTERED BY \_\_\_\_\_

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

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of June 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantee"), Collectively the City and Grantee shall be referred to as "Parties" or individually as a "Party".

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

**WHEREAS**, the City Council finds that the many benefits of the Project expressed by speakers during public meetings will be experienced by the public in and around the City; and

**WHEREAS**, the City Council finds that completion of the Project and the installation of camera systems on the Grantee's property is in the public's best interest; and

**WHEREAS**, the Grantor agrees that the City will retain ownership of the camera systems installed on the Grantee's property; and

**WHEREAS**, the Parties desire to memorialize their understanding of an

agreement and the intentions and obligations of the Parties.

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

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

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

3. **Obligations of Parties:**

A. The City shall be obligated to ensure each of the following:

- i. Procure and fund the services and commodities determined to be necessary for the Project. The City shall have the sole and absolute discretion to determine the necessary services and commodities to achieve the Project.
- ii. Retain ownership of the camera system installed on the Grantee's property.
- iii. Maintain the city-owned camera system for a minimum period of ten (10) years from the date of this Agreement.
- iv. Provide a legal description for an easement to install and maintain the city-owned camera system.



B. The Grantee shall be obligated to ensure each of the following:

- i. Compliance with Florida's Sunshine Law for all meetings of the Grantee.
- ii. Subject any vendor, volunteer, individual, or entity directly representing the Grantee to a Level 2 screening as described in Florida law, section 435.04, Florida Statutes, prior to the representation of the Grantee.
  - a. Level 2 screening will be required every five (5) years from the date of the most recent screenings.
  - b. Any vendor, volunteer, individual, or entity who provides evidence and verification of their passing a Level 2 screening as set forth in State law within the immediate past five (5) years will not be required to undergo an additional criminal history check.
- iii. Provide access to the Project site for the term of this Agreement to allow the installation, and maintenance of the city-owned camera systems, by execution of the attached Easement Deed. With the exception of those encumbrances specifically deferred or excepted by the City and identified within the Easement, the Grantee shall convey title to the real property comprising the Easement that is marketable and free and clear of all liens and encumbrances at the time of donation.

- iv. Execute the completed Execution Deed within seven (7) days of presentation by the City.
- v. Maintain the improvements to the basketball courts and tennis courts.

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

5. **Annual Appropriation:** The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated with the Project may be rescinded with proper notice at the discretion of the city administration if appropriations are reduced or eliminated.

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

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

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

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

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

The City:

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

The Grantee:

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

11. **Insurance:** Grantor agrees to have Grantee added as an additional insured to any agreements with Contractors performing services in furtherance of this Agreement.

12. **Physical Access and Inspection:** City has the right to inspect the

Project at any reasonable time. City personnel and contractors shall be provided access to any location or facility, equipment, materials or documents required in performance of any work pursuant to this Agreement.

13. **Execution in Counterparts and Authority to Sign:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Lease.

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

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

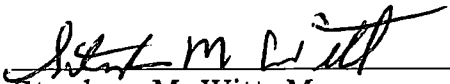
16. **Effective and Binding:** This Agreement shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

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

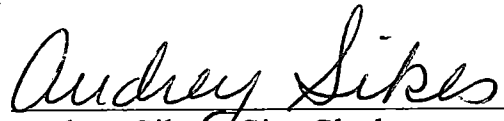
*[Remainder of page left blank intentionally. Signature page to follow.]*

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


**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor


ATTEST:

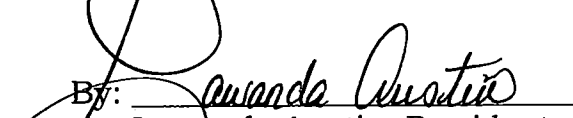
By:   
Audrey Sikes, City Clerk

Approved as to form and legality:

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

**ANNIE MATTOX RECREATION  
CENTER, INC.**

By:   
Mary A. Williams, Secretary

By:   
Lawanda Austin, President

Return to:  
City of Lake City, Florida  
Attn: City Clerk  
205 N. Marion Ave  
Lake City, Florida 32055

This instrument prepared by:  
Koberlein Law Offices  
855 SW Baya Drive  
Lake City, FL 32025

Inst: 202312006940 Date: 04/20/2023 Time: 12:48PM  
Page 1 of 5 B: 1488 P: 2049, James M Swisher Jr, Clerk of Court  
Columbia County, By: VC  
Deputy Clerk Doc Stamp-Deed: 0.70

### **EASEMENT DEED**

THIS INDENTURE, made this 14<sup>th</sup> day of July, 2022, the Annie Mattox Recreation Center, Inc., having a principal address of 901 NE Center Avenue, Lake City, Florida 32055 (hereinafter referred to as the "Grantor"), and City of Lake City, Florida, a municipal corporation, having a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, (hereinafter referred to as the "Grantee").

### **WITNESSETH:**

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

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of installing a camera system. These alterations shall include, but are not limited to, installing a camera system, relocating the existing fence on the property, installing a gate to encompass the utility easement 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.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered in the presence of:

**ANNIE MATTOX RECREATION CENTER, INC.**

Al Nelson (Treasurer)  
Witness' Signature

By: Lawanda Austin  
Lawanda Austin, President

AL NELSON  
(type or print name)

ATTEST:  
By: Mary A. Williams  
Mary A. Williams, Secretary


Marguis Turner  
Witness' Signature

Marguis Turner  
(type or print name)

**STATE OF FLORIDA**  
**COUNTY OF** Columbia

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of July, 2022 by Lawanda Austin, President of Annie Mattox Recreation Center, Inc., and Mary A. Williams, Secretary of Annie Mattox Recreation Center, Inc., who are either personally known to me or produced as identification.

Margo B. Combs  
Notary Public - Signature  
Margo B. Combs  
Notary Name - Printed

 **MARGO B. COMBS**  
Notary Public - State of Florida  
My Comm. Exp. February 17, 2023  
Commission # GG 302765



## EXHIBIT A

Parcel #11711-001

### SURVEYOR'S DESCRIPTION:

COMMENCE at the Southwest corner of Block 4 of RICHARDSON PARK, a subdivision recorded in Plat Book 2, Page 67 of the public records of Columbia County, Florida, and run South  $00^{\circ}57'42''$  East, a distance of 40.01 feet to a point on the Westerly extension of the South right-of-way line of NE Denver Street; thence North  $88^{\circ}00'37''$  East, along said Westerly extension and the South right-of-way line of NE Denver Street, a distance of 57.29 feet to the POINT OF BEGINNING; thence continue North  $88^{\circ}00'37''$  East, along said South right-of-way line of NE Denver Street, a distance of 378.12 feet to a point on the West right-of-way line of NE Patterson Avenue; thence South  $00^{\circ}30'08''$  West, along said West right-of-way line of NE Patterson Avenue, a distance of 933.34 feet to a point on the North right-of-way line of NE Annie Mattox Street; thence North  $78^{\circ}24'15''$  West, along said North right-of-way line of NE Annie Mattox Street, a distance of 420.75 feet to a point on the East right-of-way line of NE Center Avenue; thence North  $01^{\circ}04'21''$  West, along said East right-of-way line of NE Center Avenue, a distance of 438.18 feet; thence North  $00^{\circ}57'21''$  West, still along said East right-of-way line of NE Center Avenue, a distance of 200.54 feet to the Southwest corner of Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida; thence North  $88^{\circ}00'37''$  East, along the South line of said Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, a distance of 13.68 feet to the Southeast corner of said Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, said point also being a point on the old West right-of-way line of Georgia Southern and Florida Railroad Wye; thence North  $11^{\circ}35'46''$  East, along said old West right-of-way line of Georgia Southern and Florida Railroad Wye, being also the East line of Lot 4 of FUTCH'S, a subdivision recorded in Plat Book 2, Page 37 of the public records of Columbia County, Florida, a distance of 200.61 feet to the POINT OF BEGINNING. Containing 8.43 acres, more or less.

DESCRIPTION:

O.R.B. 179, Pages 393-395

Lots 2, 3, 5, 6, 9, 10, 16, 17 and 20, of Futch's Subdivision in the East 1/2 of the Southeast 1/4 of Section 29, Township 3 South, Range 17 East, being more particularly described as commencing at the Southeast corner of the Northeast 1/4 of Southeast 1/4, Section 29, Township 3 South, Range 17 East, and run North 56° West along the East line of said Northeast 1/4 of Southeast 1/4, 345 feet, thence South 89°59' West 268 feet to a point on the West line of Patterson Street, and to the POINT OF BEGINNING, and run thence South 56° East along the West line of said Patterson Street 943 feet to the right of way line of G.S. & F. Railroad Wye, thence run Northwesterly along said right of way line to the South line of Denver Street, thence North 88°59' East 306.3 feet to the POINT OF BEGINNING.

AND ALSO

O.R.B. 344, Page 201

All that piece or parcel of land situate, lying and being in the Southwest quarter of the Southeast quarter and Northeast quarter of the Southeast quarter and Southeast quarter of the Southeast quarter of Section 29, Township 3 South, Range 17 East, in the County of Columbia, State of Florida, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly boundary of the right of way of the Georgia Southern and Florida Railway Company for its main track as it runs between Palatka, Florida, and Valdosta, Georgia, said beginning point being 25 feet northwardly, measured at a right angle, from a point in the center line of said main track, said center line point being 685 feet westwardly, measured along said center line, from Milepost 212; and go thence, along a curve to the left (radius 548.69 feet, chord North 59°30' East, 775.96 feet) 861.88 feet; thence North 14°30' East, 330.24 feet; thence due East 77.47 feet; thence South 14°30' West, 349.63 feet; thence along a curve to the left (radius 523.69 feet, chord South 30°30' East, 740.61 feet) 822.61 feet; thence South 14°30' West, 25 feet to a point which is 25 feet northwardly, measured at a right angle, from the center line of the said main track of the Georgia Southern and Florida Railway Company; thence North 75°30' West, along a line which is parallel to and at all points 25 feet, measured at right angles, from the center line of said main track, 1147.38 feet, more or less, to the POINT OF BEGINNING.

LESS AND EXCEPT

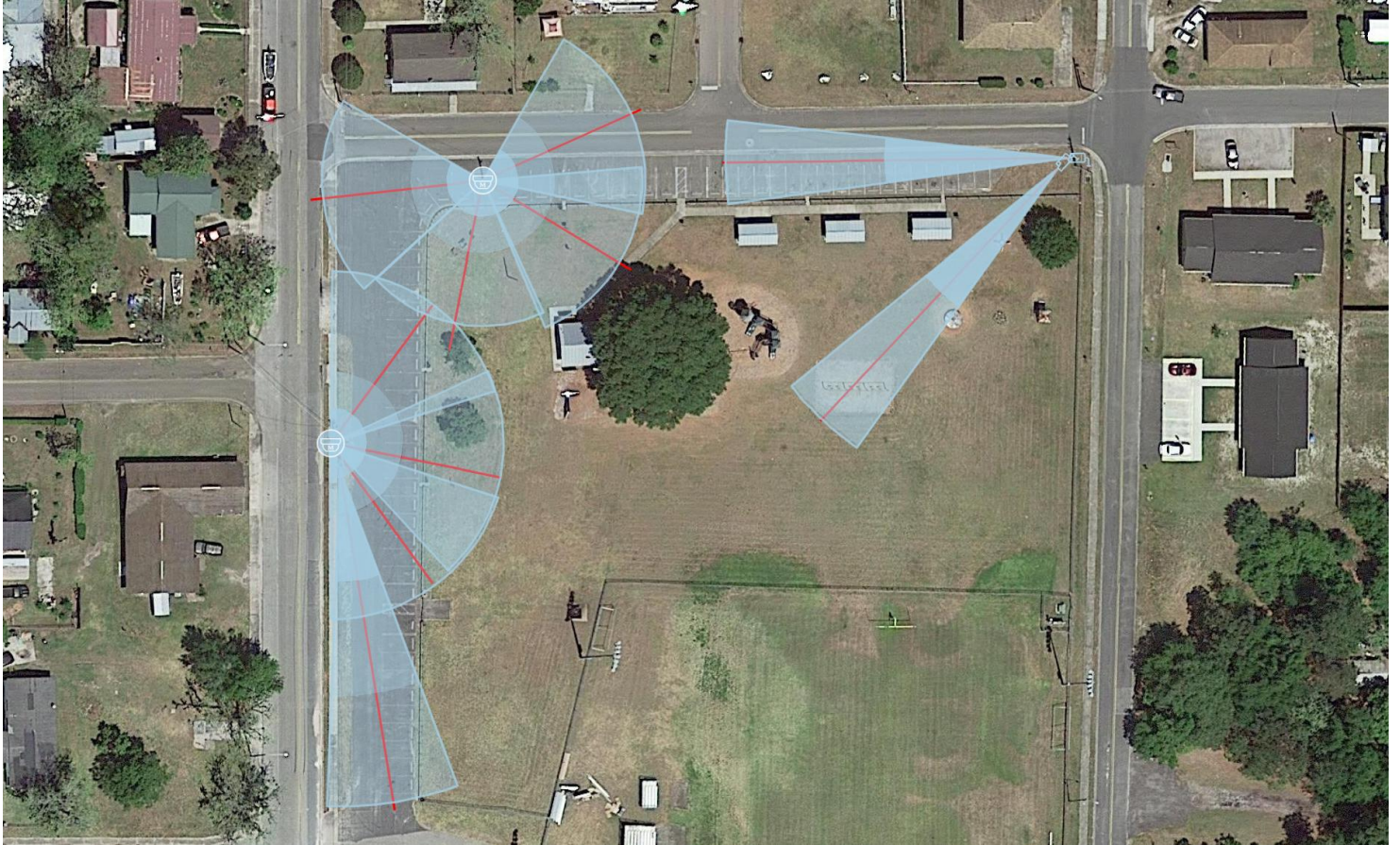
O.R.B. 396, Page 170

COMMENCE at the Northeast corner of Block 6 of WASHINGTON PARK SUBDIVISION, thence run South 0°11'15" East 163.00 feet for a POINT OF BEGINNING; thence continue South 0°11'15" East 278.92 feet to the North right-of-way line of the G.S. & F. Railroad right-of-way; thence run North 77°23'30" West along the North boundary of the railroad right-of-way 258.55 feet; thence run North 2°12'30" East 223.03 feet; thence run North 89°37' East 243.03 feet to the POINT OF BEGINNING.



# IPVM Designer Calculation | March 7, 2023

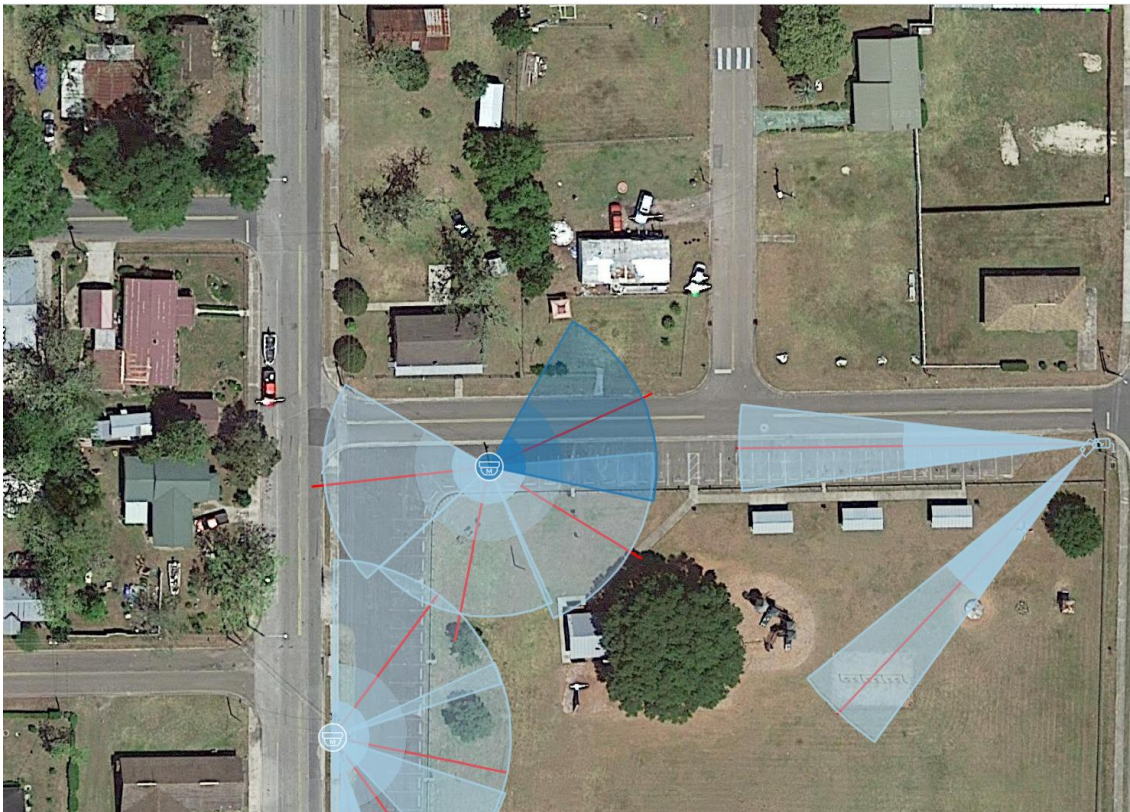
## Overview



## Camera 3: Imager 1



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
HxV: 72° Distance: 93ft Width: 116.7ft PPF: 22.2  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal      Dark With IR

22.2 ppf  
93 ft  
Away

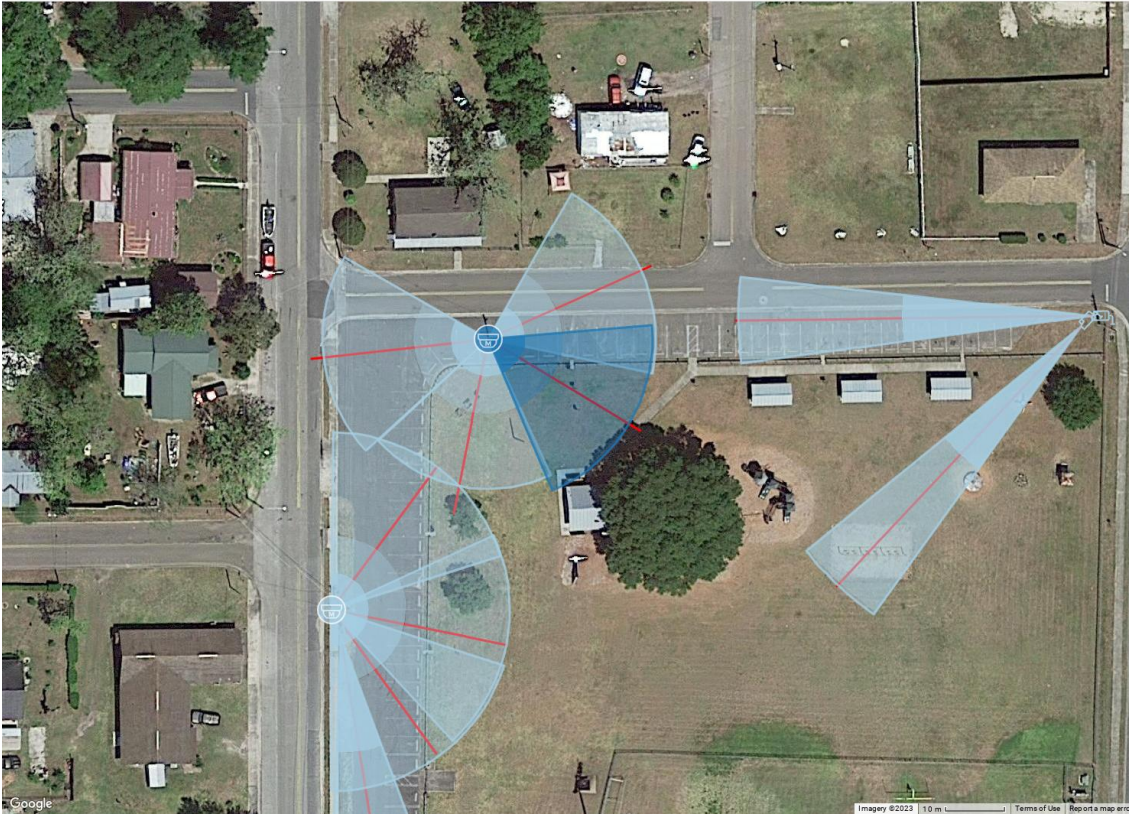
Warning: results may vary depending on light and camera

This block shows a comparison of camera performance. On the left, a small image shows a person's face in a "Day - Ideal" scenario. On the right, a small image shows a person's face in a "Dark With IR" scenario. Below these images, the text "22.2 ppf", "93 ft", and "Away" is displayed. A warning message states: "Warning: results may vary depending on light and camera".

## Camera 3: Imager 2

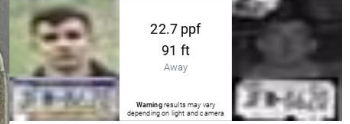


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 91ft Width: 114.4ft PPF: 22.7  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



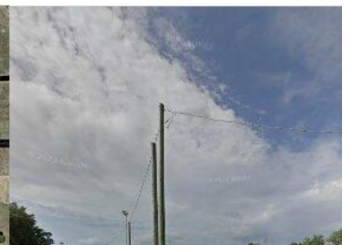
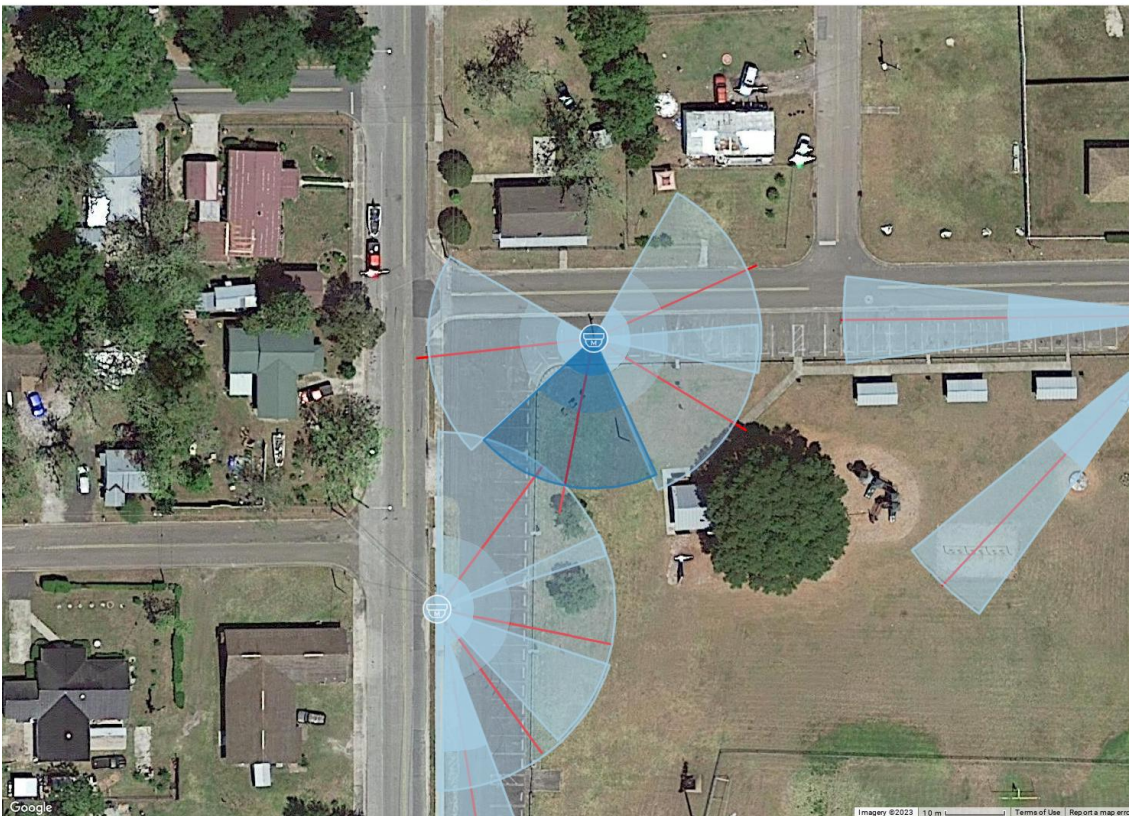
22.7 ppf  
91 ft  
Away

Warning: results may vary depending on light and camera

## Camera 3: Imager 3

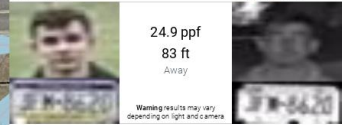


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 83ft Width: 104.2ft PPF: 24.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



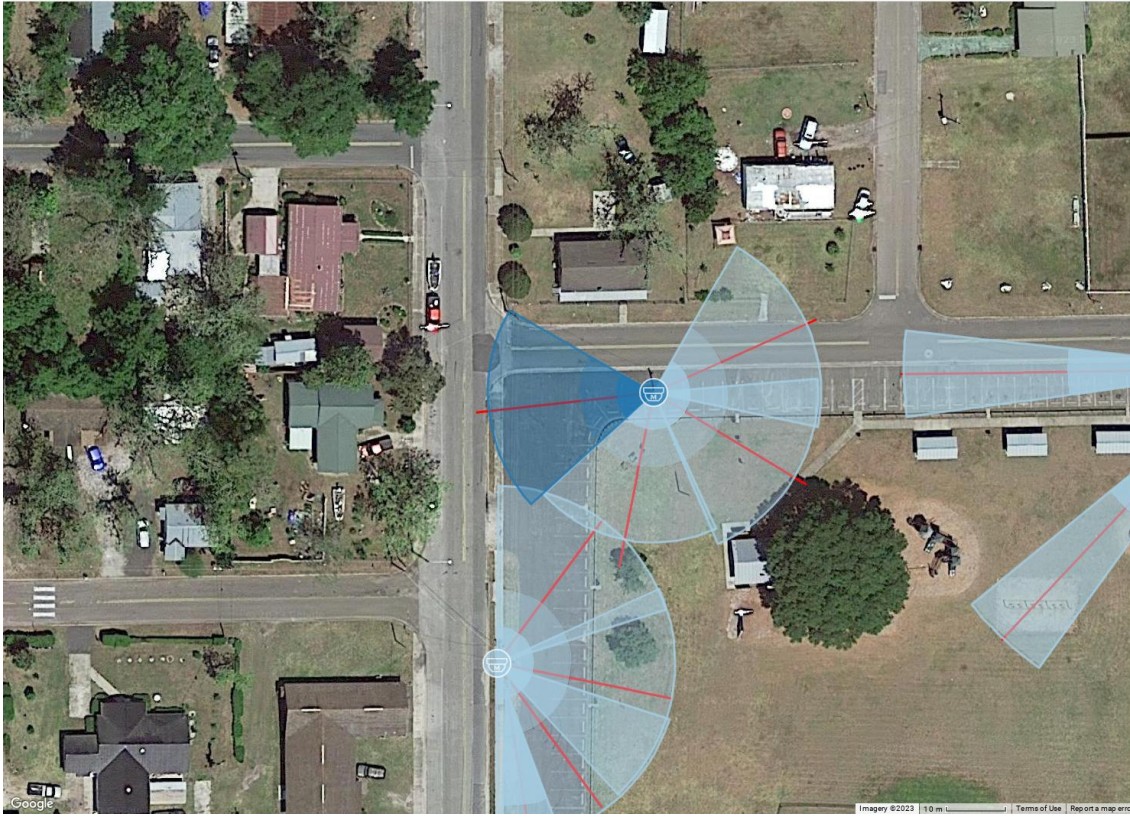
24.9 ppf  
83 ft  
Away

Warning: results may vary depending on light and camera

### Camera 3: Imager 4



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 92ft Width: 115.2ft PPF: 22.5  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal Dark With IR

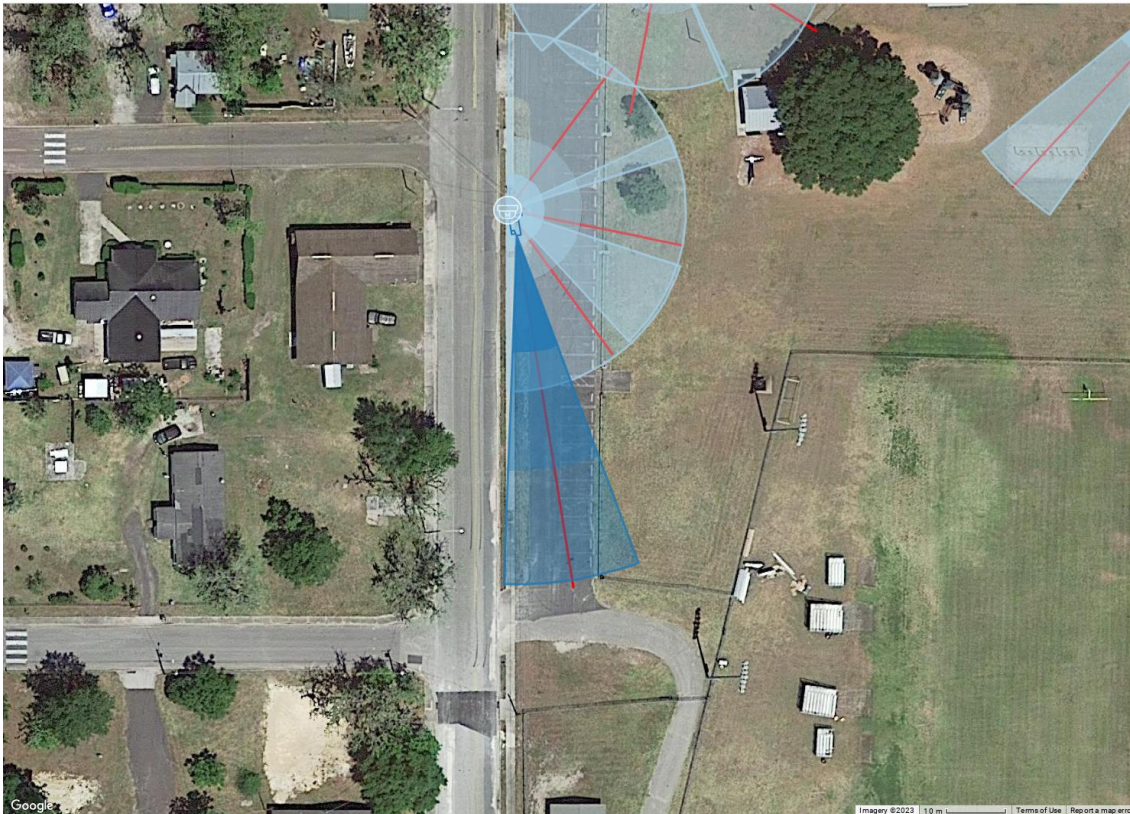
22.5 ppf  
92 ft  
Away

Warning: results may vary depending on light and camera

### Camera 3



Model: Avigilon 4.0C-H5A-B02-IR Resolution: 2560x1440  
H AoV: 23° Distance: 193ft Width: 76.0ft PPF: 33.7  
Imager: 1/2.8" Focal Length: 9 - 22mm Camera Height: 10.00ft Tilt: -6.35° Scene Height: 10.00ft



Day - Ideal Dark With IR

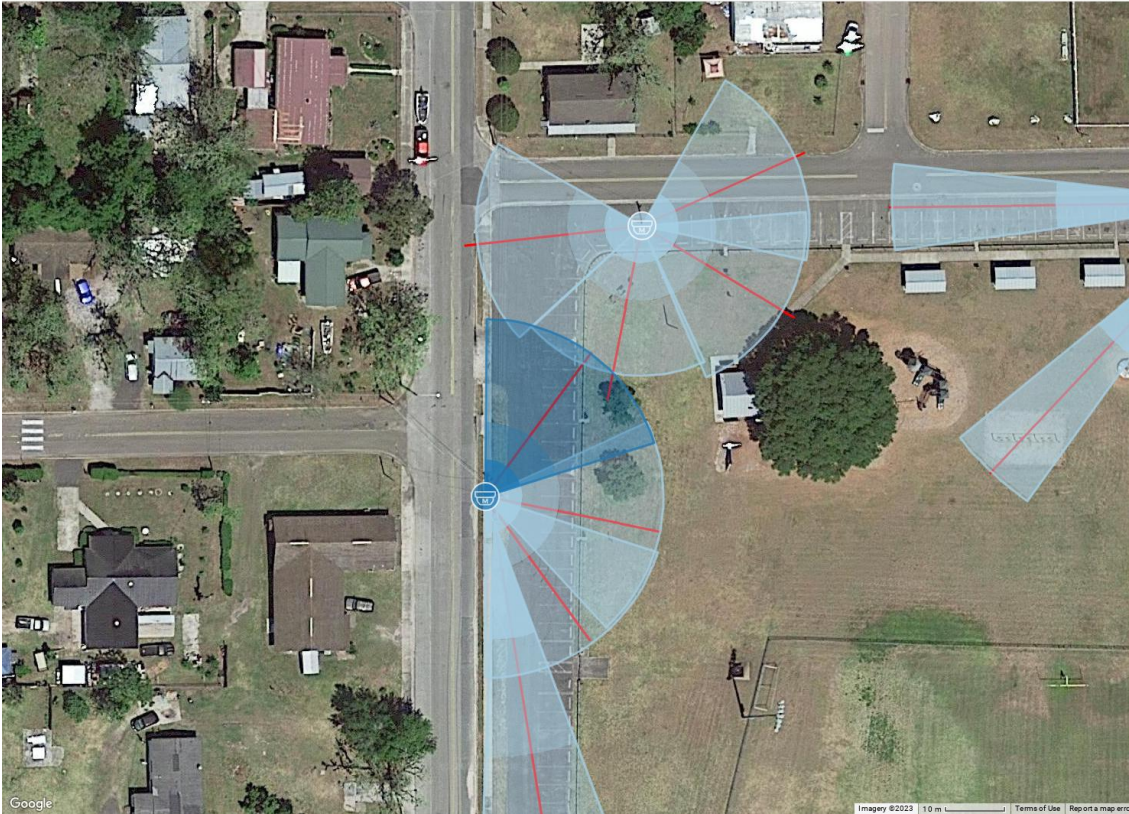
33.7 ppf  
193 ft  
Away

Warning: results may vary depending on light and camera

# Camera 3: Imager 1

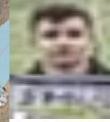


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 98ft Width: 123.3ft PPF: 21.0  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

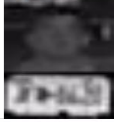


Day - Ideal

Dark With IR



21.0 ppf  
98 ft  
Away

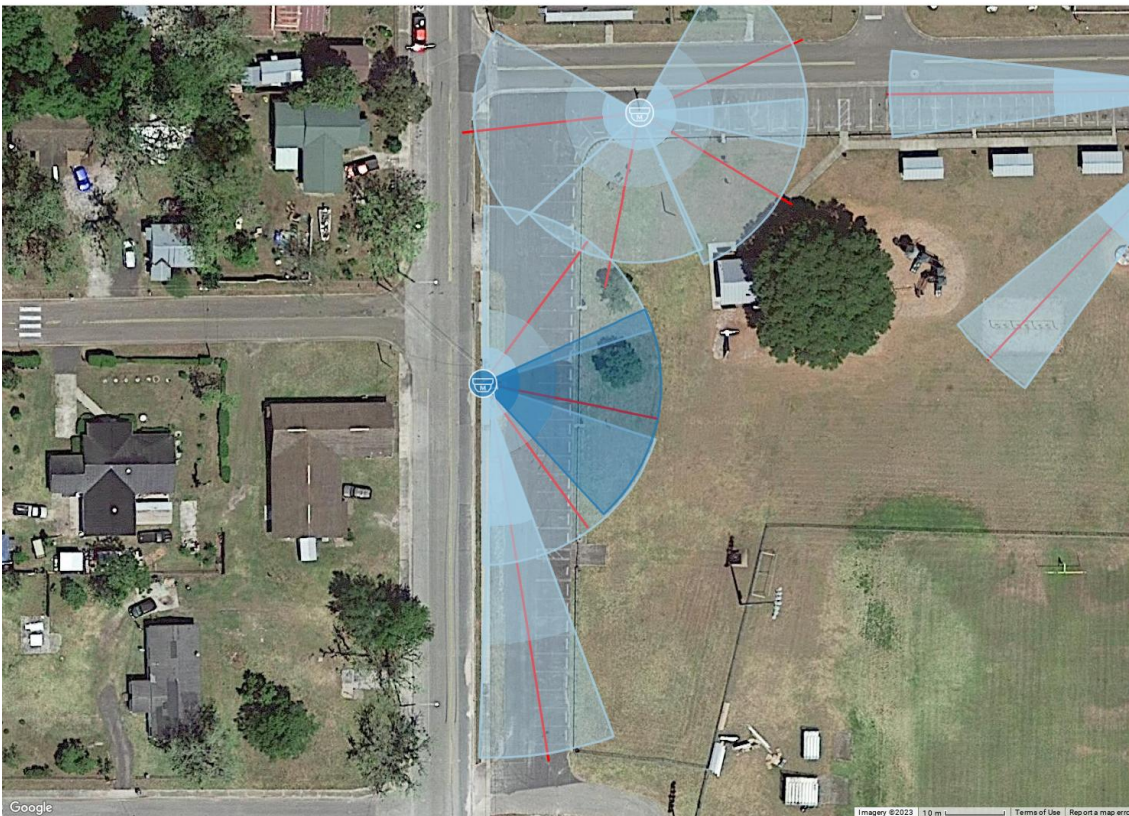


Warning: results may vary depending on light and camera.

# Camera 3: Imager 2



Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 99ft Width: 124.1ft PPF: 20.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

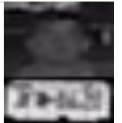


Day - Ideal

Dark With IR



20.9 ppf  
99 ft  
Away

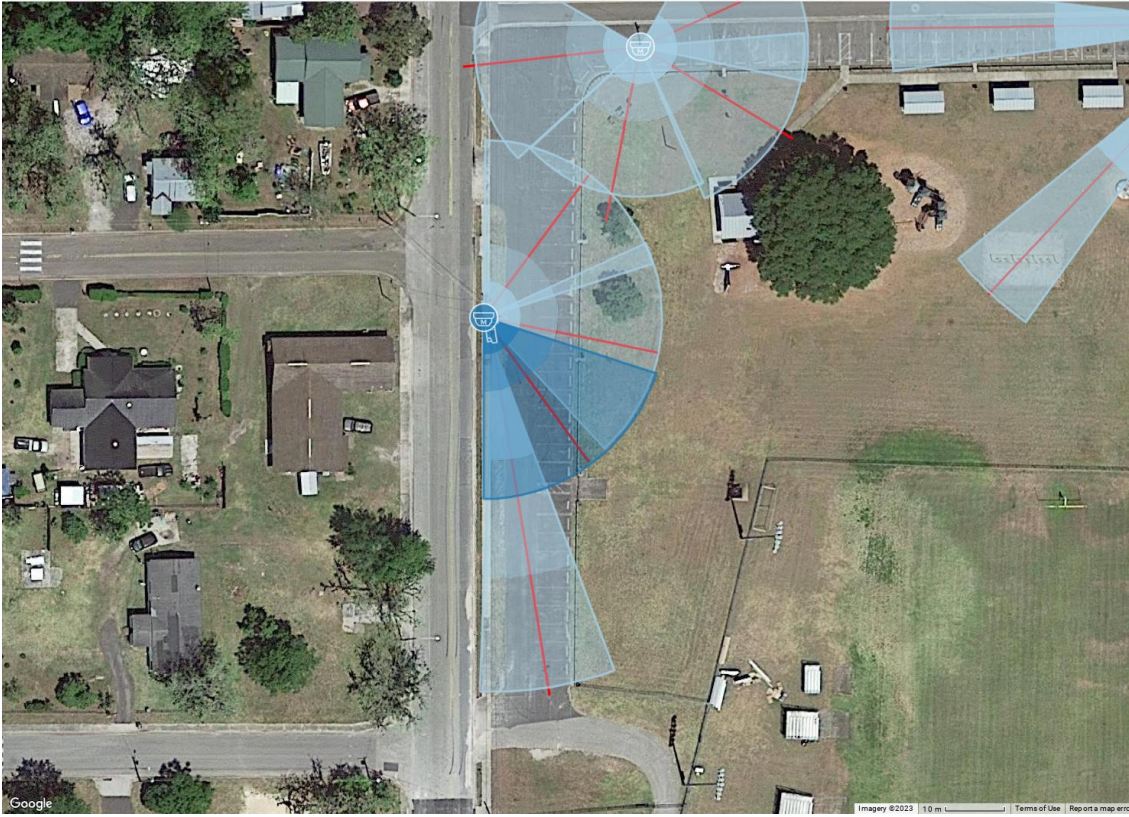


Warning: results may vary depending on light and camera.

### Camera 3: Imager 3



Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
 HAOv: 72° Distance: 100ft Width: 126.3ft PPF: 20.5  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal Dark With IR

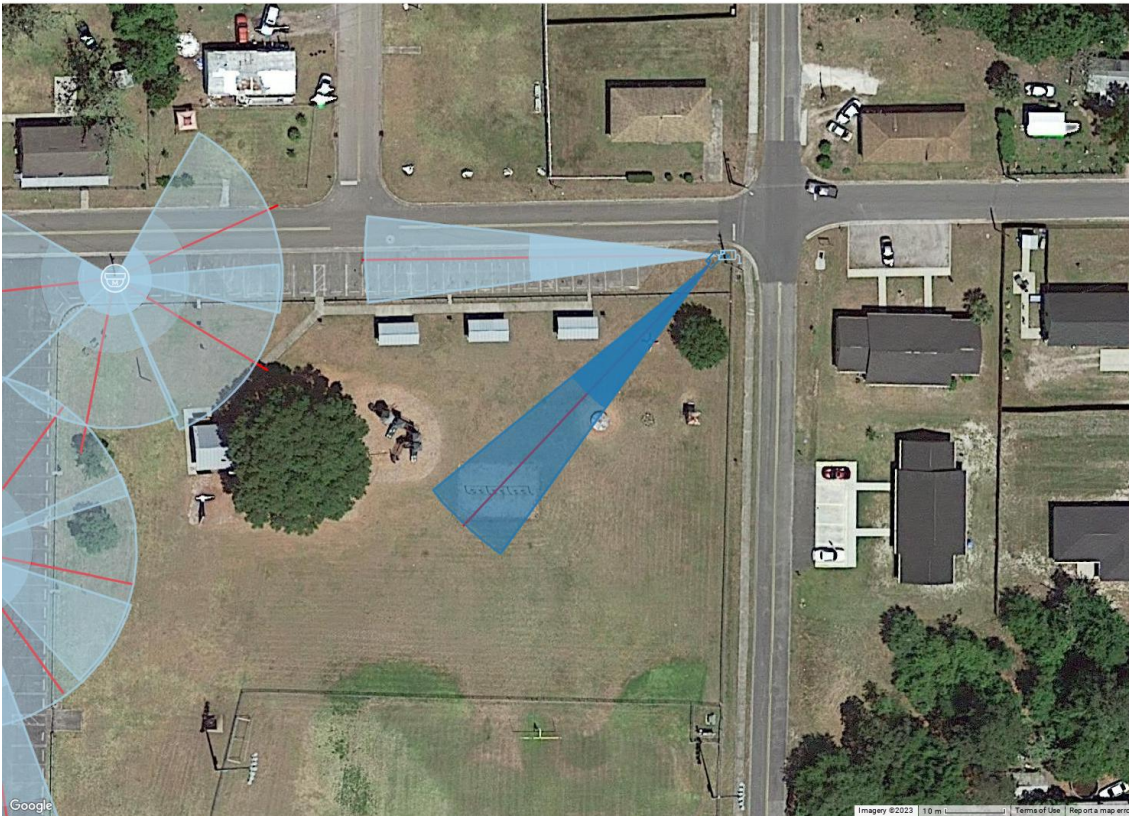
**20.5 ppf**  
100 ft  
Away

Warning: results may vary depending on light and camera.

### Camera 4



Model: Avigilon 4.0C-H5A-B02-IR Resolution: 2560x1440  
 HAOv: 15° Distance: 196ft Width: 51.6ft PPF: 49.6  
 Imager: 1/2.8" Focal Length: 9 - 22mm Camera Height: 10.00ft Tilt: -4.24° Scene Height: 10.00ft



Day - Ideal Dark With IR

**49.6 ppf**  
196 ft  
Away

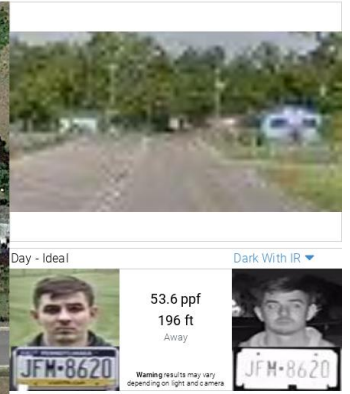
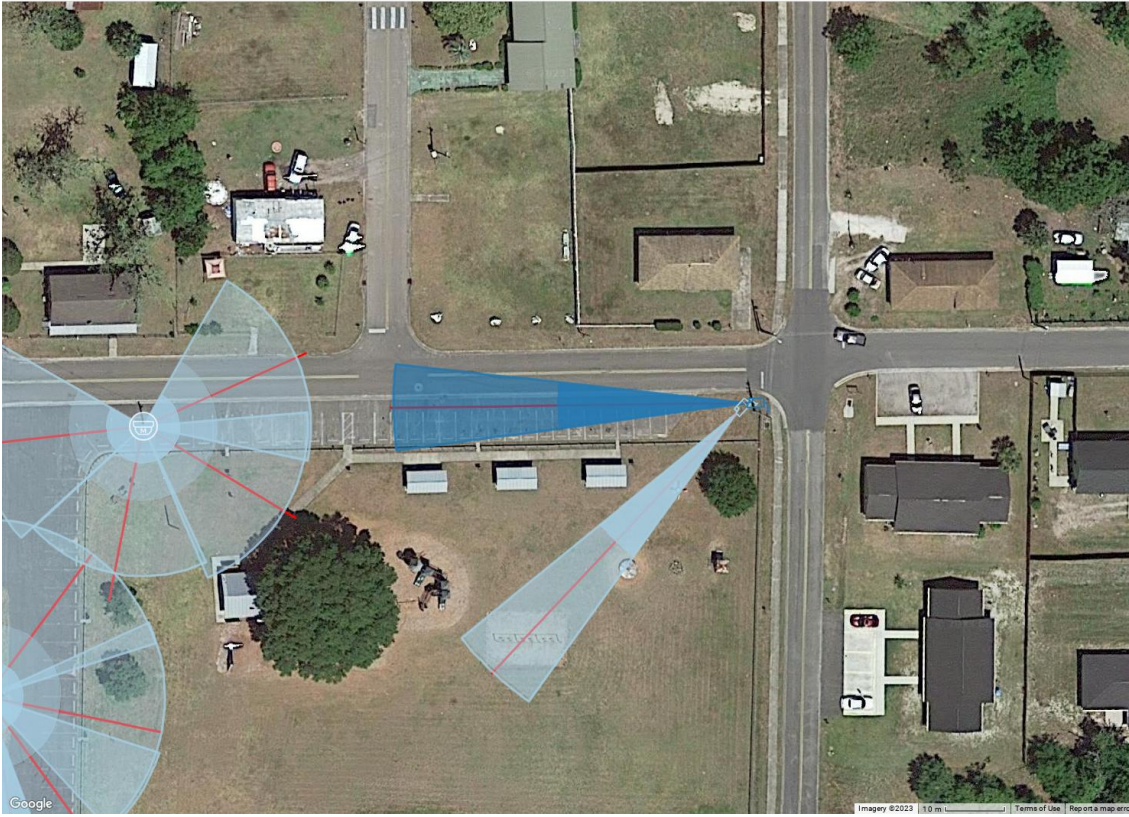
Warning: results may vary depending on light and camera.



# Camera 5



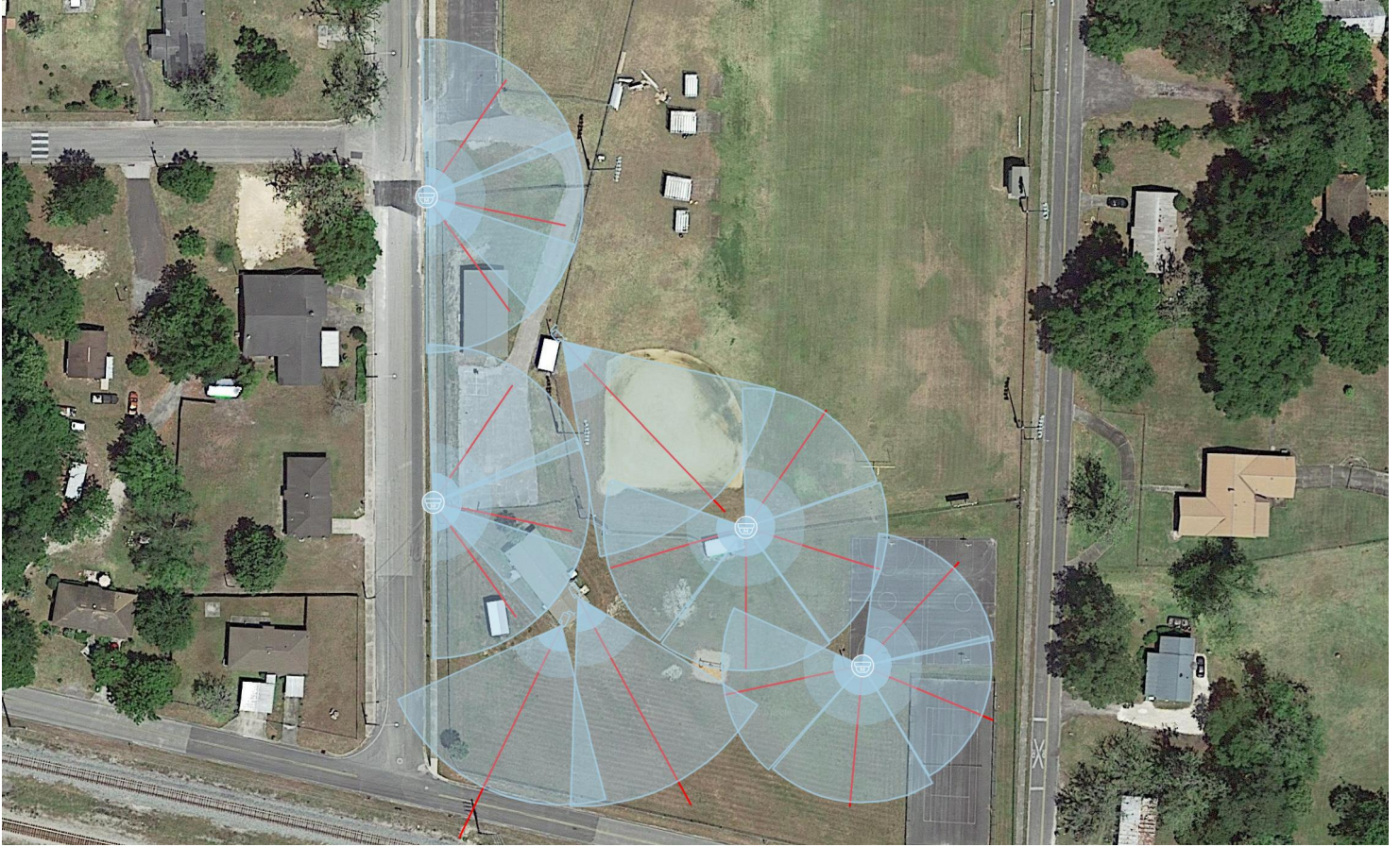
Model: Avigilon 4.0C-H5A-B02-IR Resolution: 2560x1440  
HAoV: 14° Distance: 196ft Width: 47.8ft PPF: 53.6  
Imager: 1/2.8" Focal Length: 9 - 22mm Camera Height: 10.00ft Tilt: -3.94° Scene Height: 10.00ft



This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.

# IPVM Designer Calculation | March 7, 2023

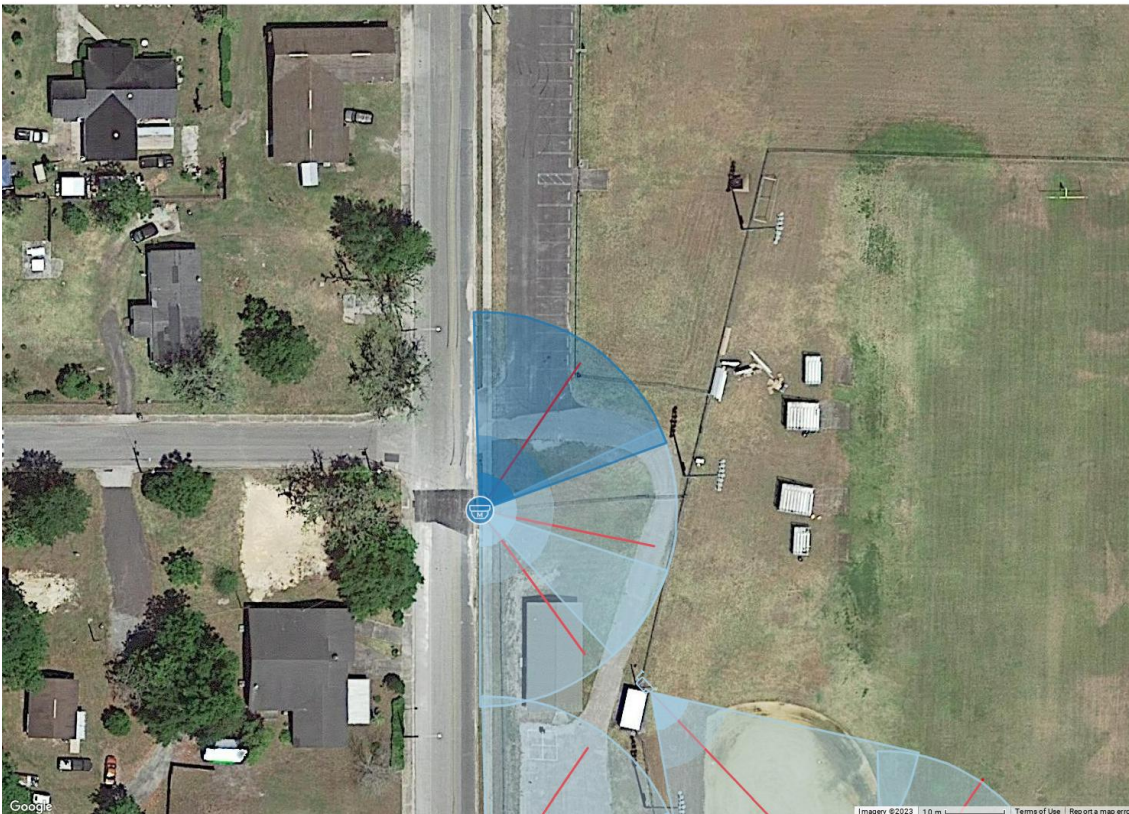
## Overview



## Camera 3: Imager 1



Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 110ft Width: 137.9ft PPF: 18.8  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



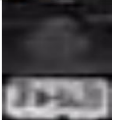
Day - Ideal

Dark With IR



18.8 ppf  
110 ft  
Away

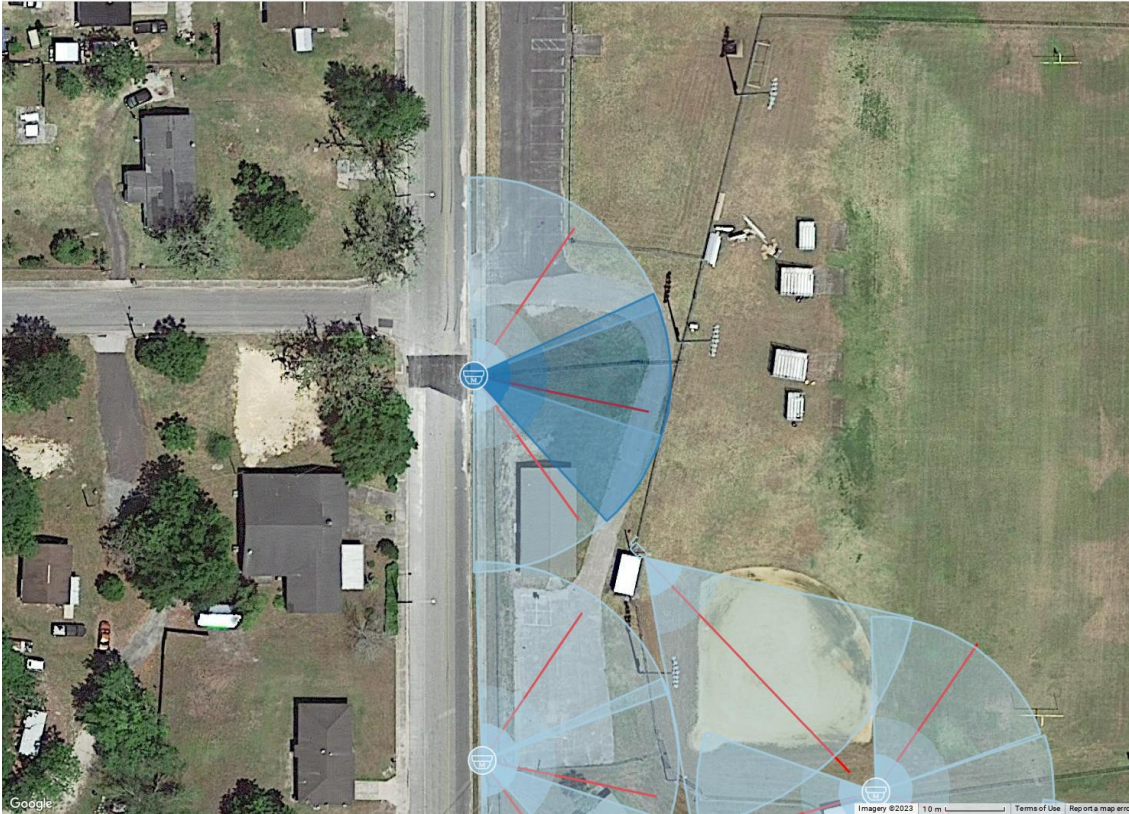
Warning: results may vary depending on light and camera



## Camera 3: Imager 2

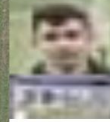


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 109ft Width: 137.2ft PPF: 18.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



18.9 ppf  
109 ft

Away

Warning: results may vary depending on light and camera.



## Camera 3: Imager 3

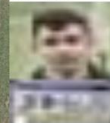


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 109ft Width: 136.9ft PPF: 18.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



18.9 ppf  
109 ft

Away

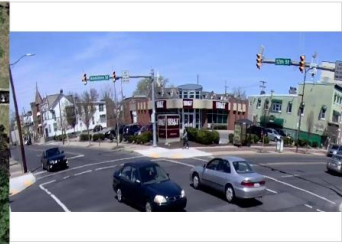
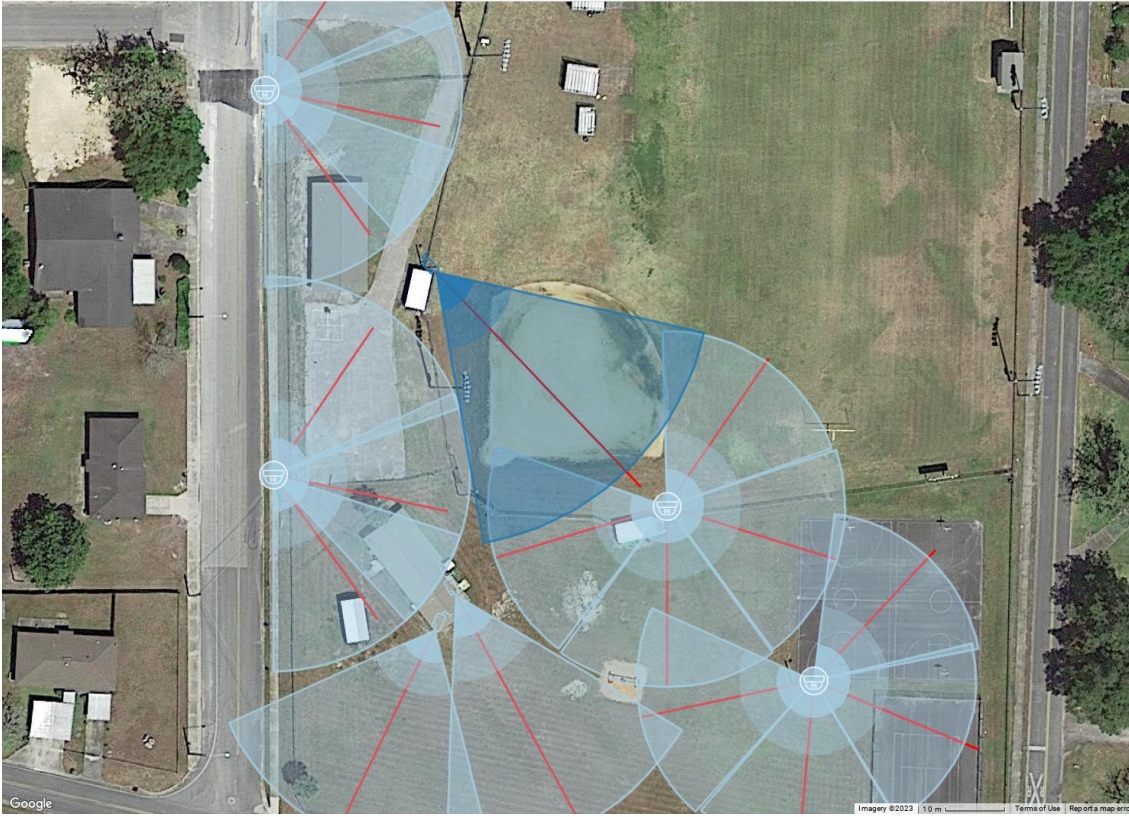
Warning: results may vary depending on light and camera.



## Camera 5



Model: Avigilon 4.0C-H5A-BO1-IR Resolution: 2560x1440  
 HAOV: 67° Distance: 152ft Width: 178.5ft PPF: 14.3  
 Imager: 1/2.8" Focal Length: 3.3 - 9mm Camera Height: 10.00ft Tilt: -18.90° Scene Height: 10.00ft



Day - Ideal

Dark With IR



14.3 ppf  
152 ft  
Away

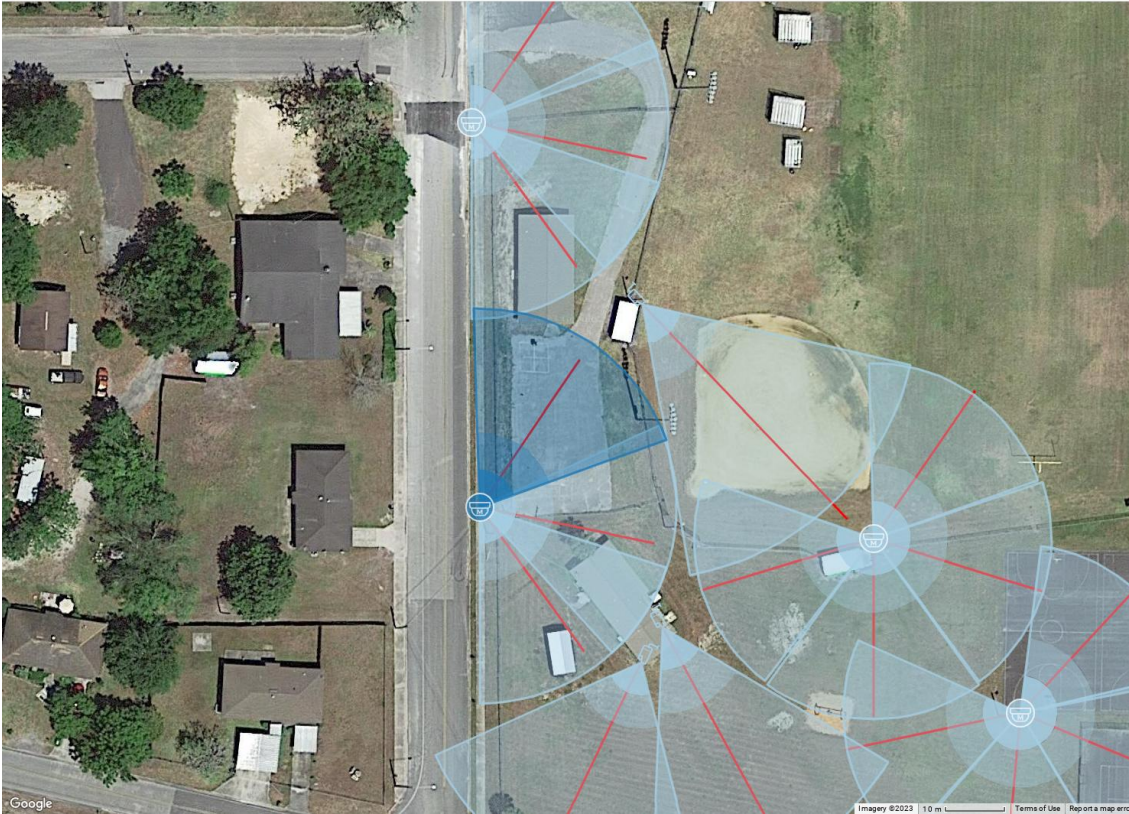


Warning: results may vary depending on light and camera

## Camera 6: Imager 1

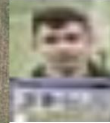


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 110ft Width: 137.9ft PPF: 18.8  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



18.8 ppf  
110 ft  
Away

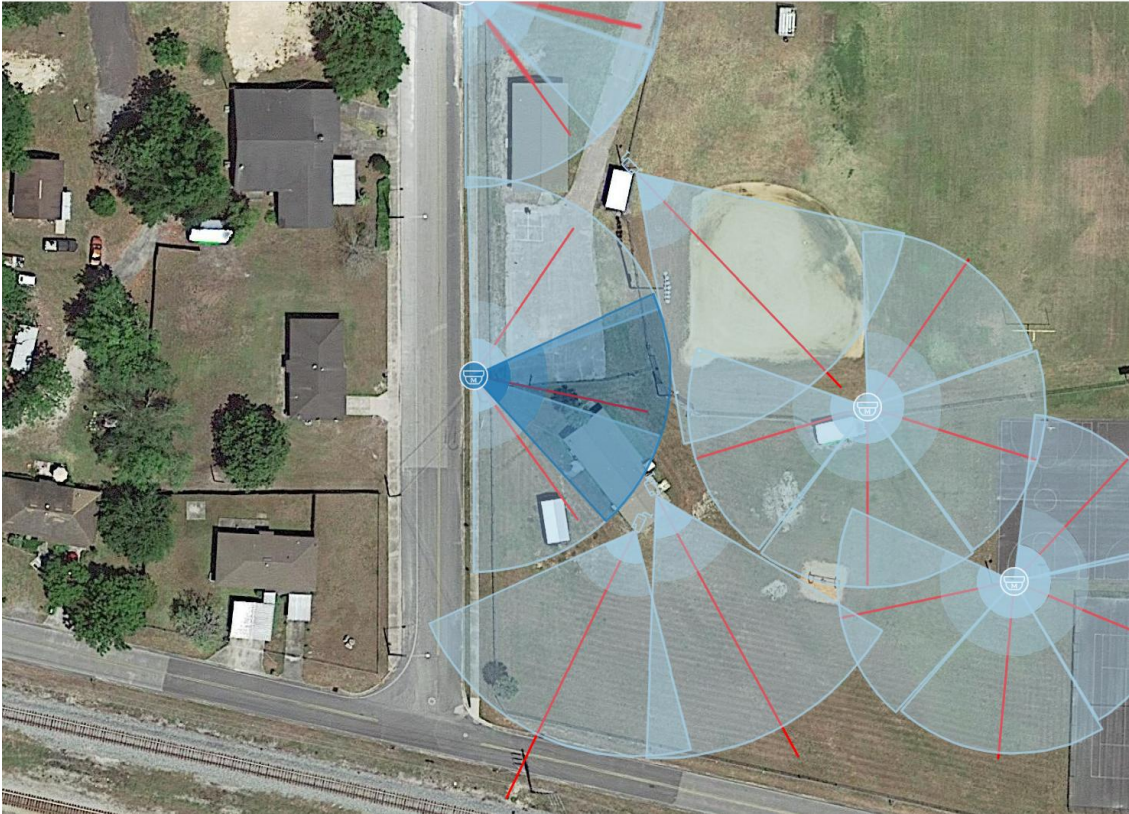


Warning: results may vary depending on light and camera

## Camera 6: Imager 2

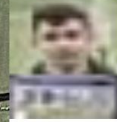


Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 109ft Width: 137.2ft PPF: 18.9  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



18.9 ppf  
109 ft

Away

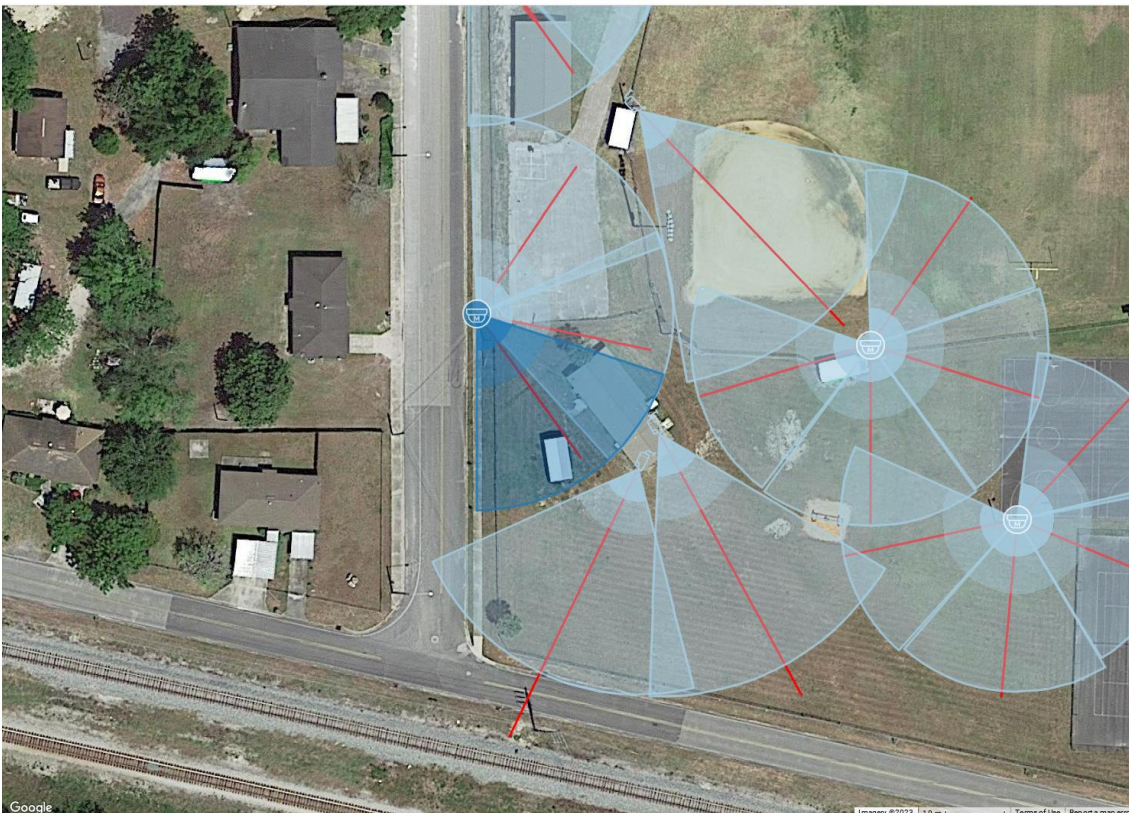
Warning: results may vary depending on light and camera.



## Camera 6: Imager 3



Model: Avigilon 15C-H4A-3MH-180 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 109ft Width: 136.9ft PPF: 18.9  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

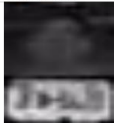
Dark With IR



18.9 ppf  
109 ft

Away

Warning: results may vary depending on light and camera.



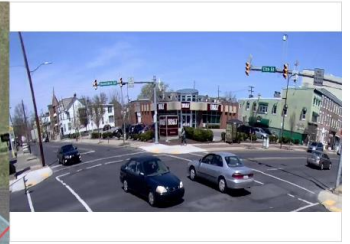
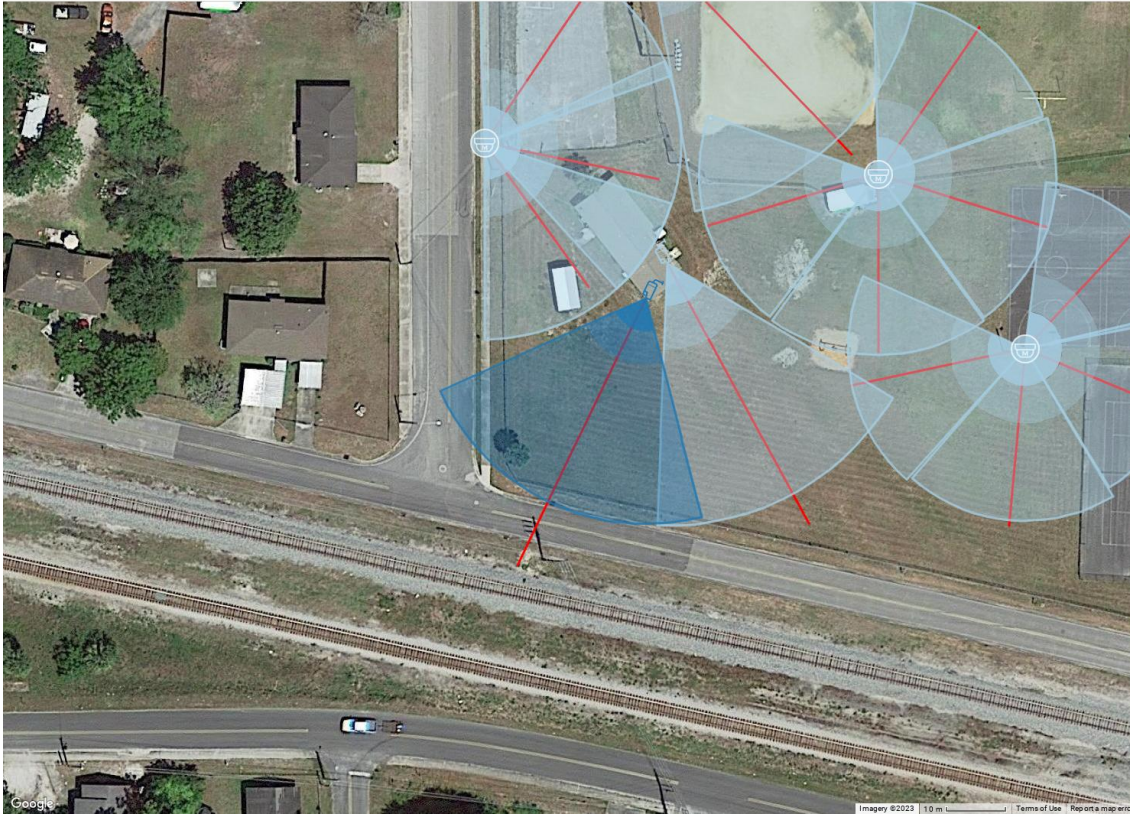
Google

Imagery ©2023 | 10 m | Terms of Use | Report a map error

# Camera 6



Model: Avigilon 4.0C-H5A-BO1-IR Resolution: 2560x1440  
 HAOV: 80° Distance: 125ft Width: 174.5ft PPF: 14.7  
 Imager: 1/2.8" Focal Length: 3.3 - 9mm Camera Height: 10.00ft Tilt: -22.50° Scene Height: 10.00ft



Day - Ideal

Dark With IR



14.7 ppf  
125 ft  
Away

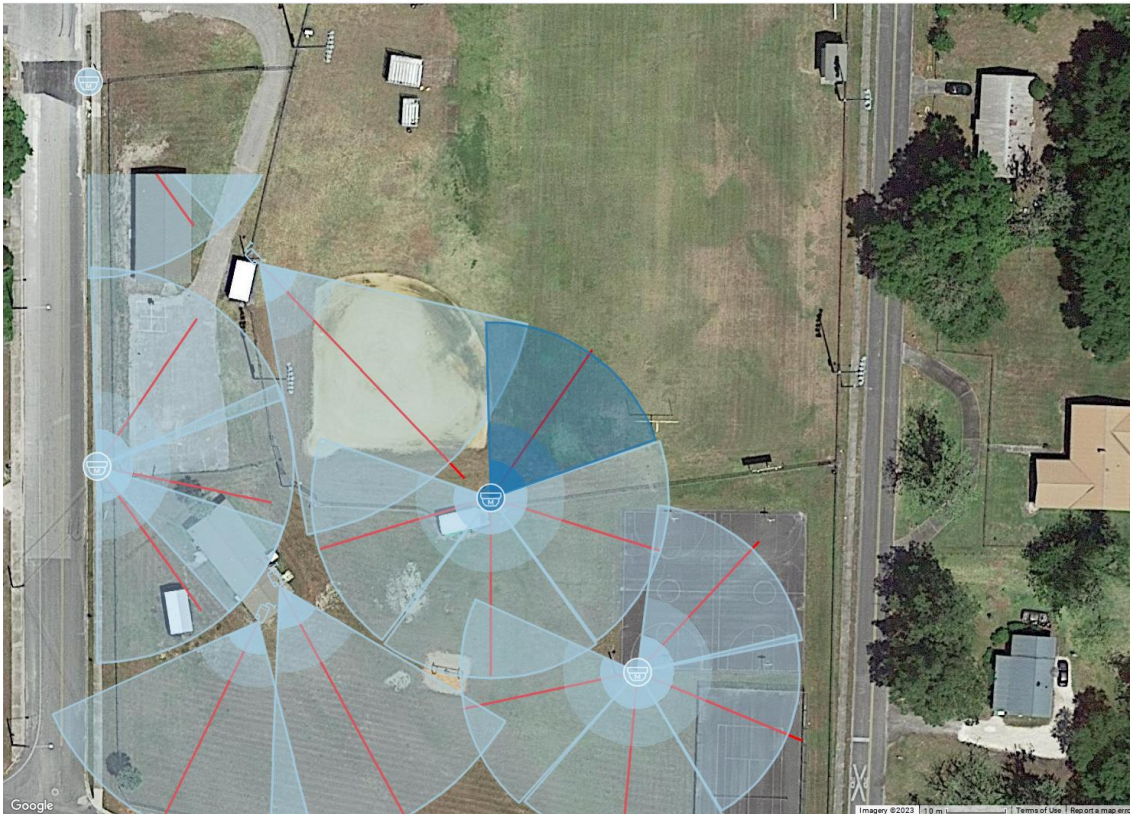


Warning: results may vary depending on light and camera

# Camera 6: Imager 1

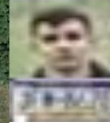


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 97ft Width: 121.7ft PPF: 21.3  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



21.3 ppf  
97 ft  
Away

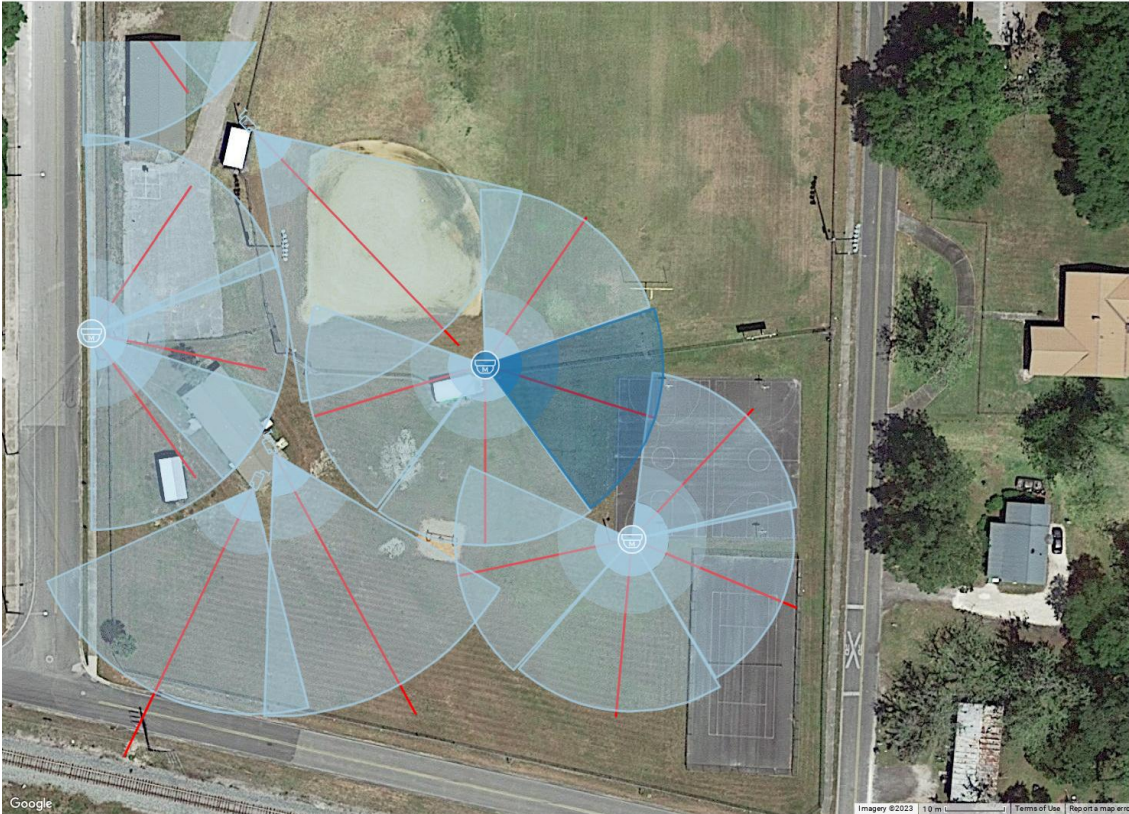


Warning: results may vary depending on light and camera

## Camera 6: Imager 2

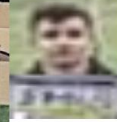


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 99ft Width: 123.9ft PPF: 20.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

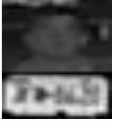


Day - Ideal

Dark With IR



20.9 ppf  
99 ft  
Away

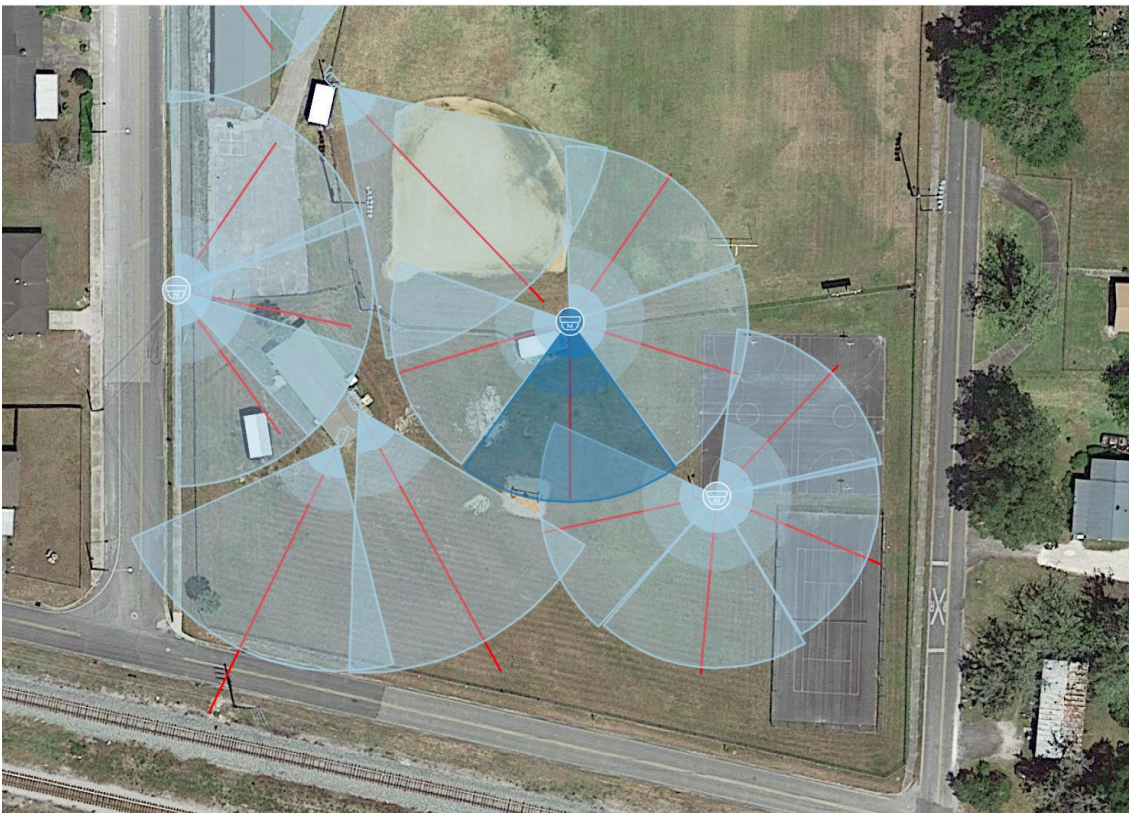


Warning: results may vary depending on light and camera.

## Camera 6: Imager 3

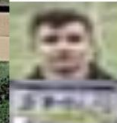


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 100ft Width: 125.7ft PPF: 20.6  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft

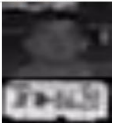


Day - Ideal

Dark With IR



20.6 ppf  
100 ft  
Away

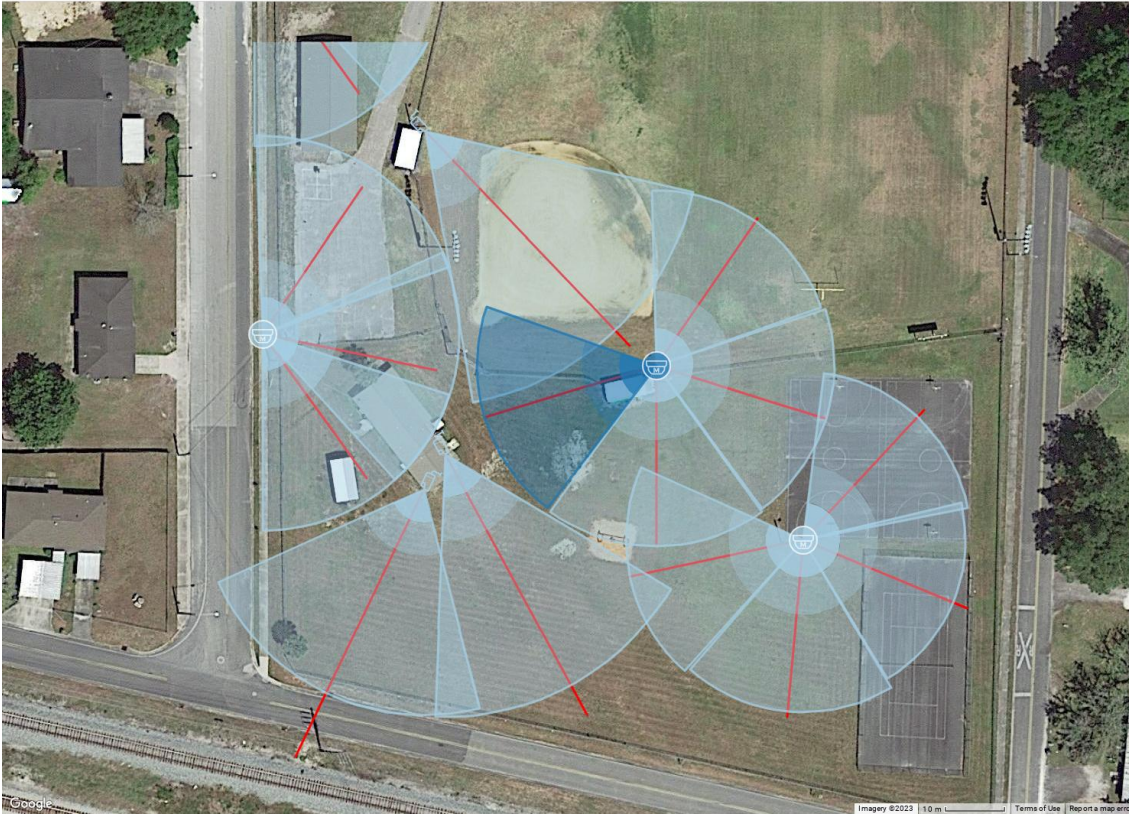


Warning: results may vary depending on light and camera.

## Camera 6: Imager 4



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 99ft Width: 124.7ft PPF: 20.8  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



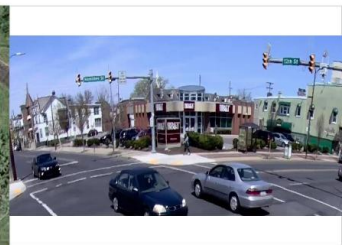
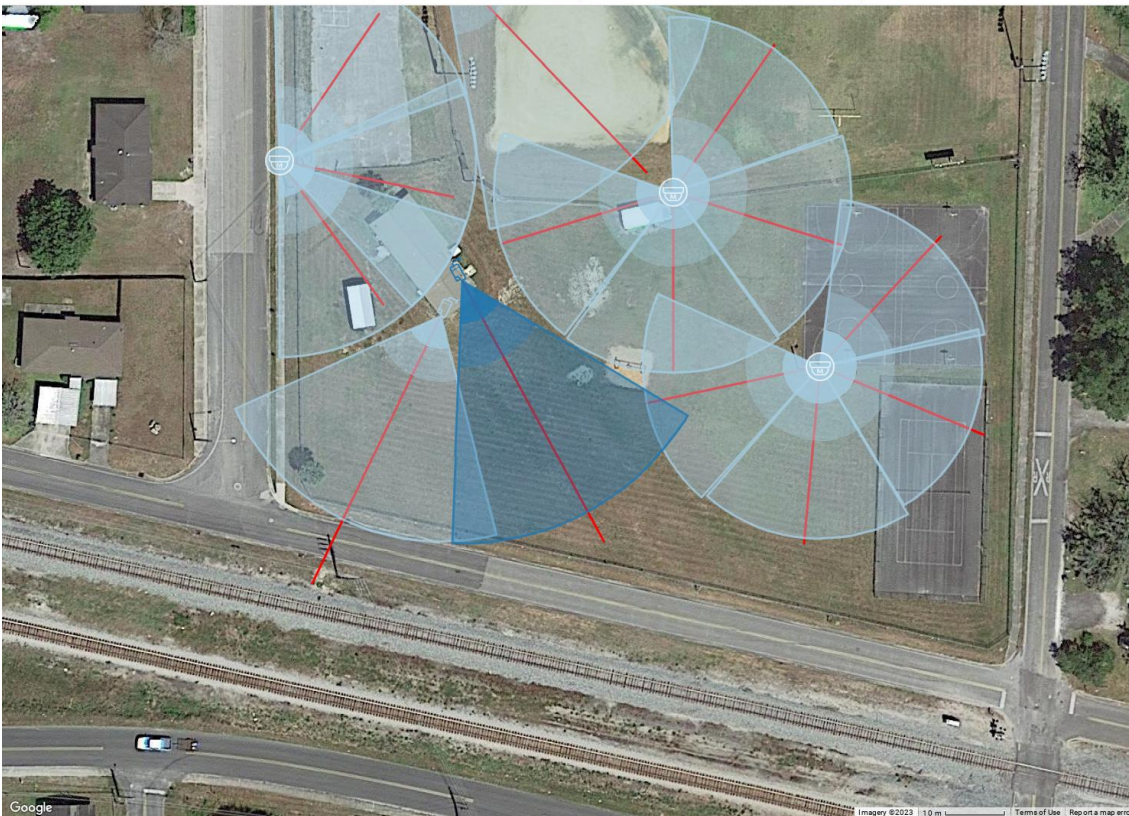
20.8 ppf  
99 ft  
Away

Warning: results may vary depending on light and camera

## Camera 7

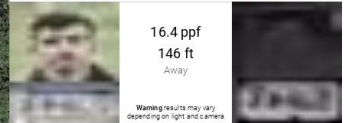


Model: Avigilon 4.0C-H5A-B01-IR Resolution: 2560x1440  
H AoV: 61° Distance: 146ft Width: 155.8ft PPF: 16.4  
Imager: 1/2.8" Focal Length: 3.3 - 9mm Camera Height: 10.00ft Tilt: -17.25° Scene Height: 10.00ft



Day - Ideal

Dark With IR



16.4 ppf  
146 ft  
Away

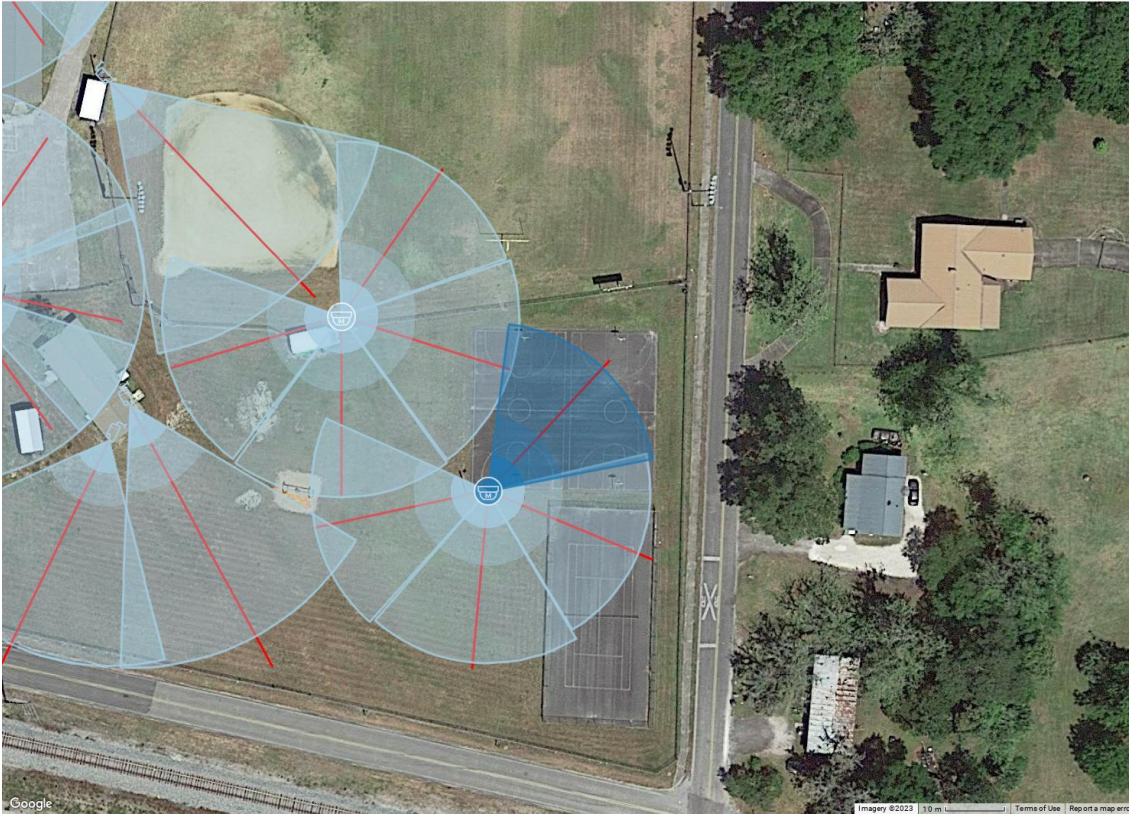
Warning: results may vary depending on light and camera



# Camera 7: Imager 1

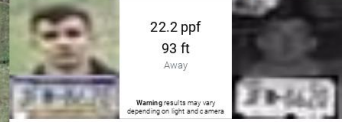


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 93ft Width: 116.8ft PPF: 22.2  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



22.2 ppf  
93 ft

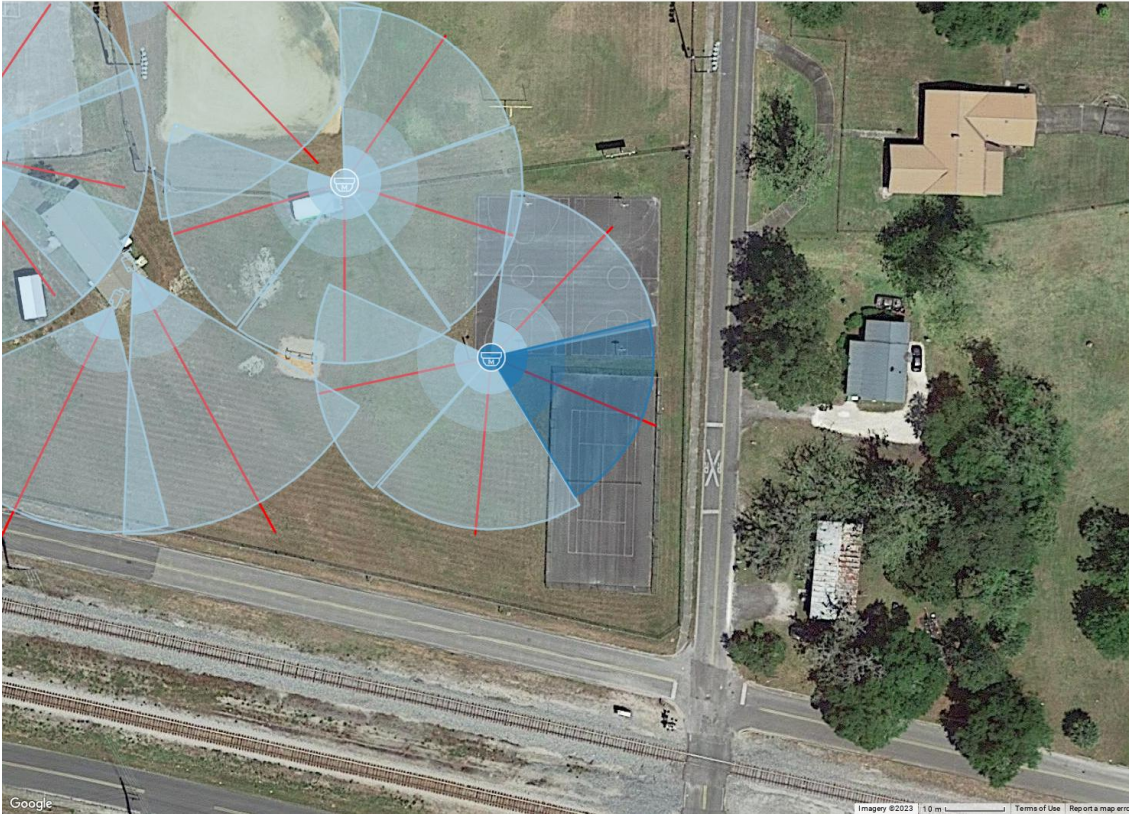
Away

Warning: results may vary depending on light and camera

# Camera 7: Imager 2

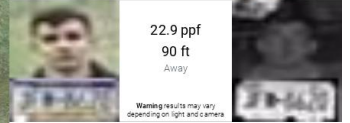


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
H AoV: 72° Distance: 90ft Width: 113.1ft PPF: 22.9  
Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



22.9 ppf  
90 ft

Away

Warning: results may vary depending on light and camera

## Camera 7: Imager 3

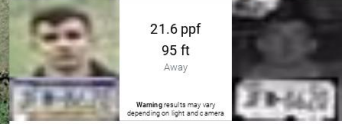


Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 95ft Width: 119.8ft PPF: 21.6  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

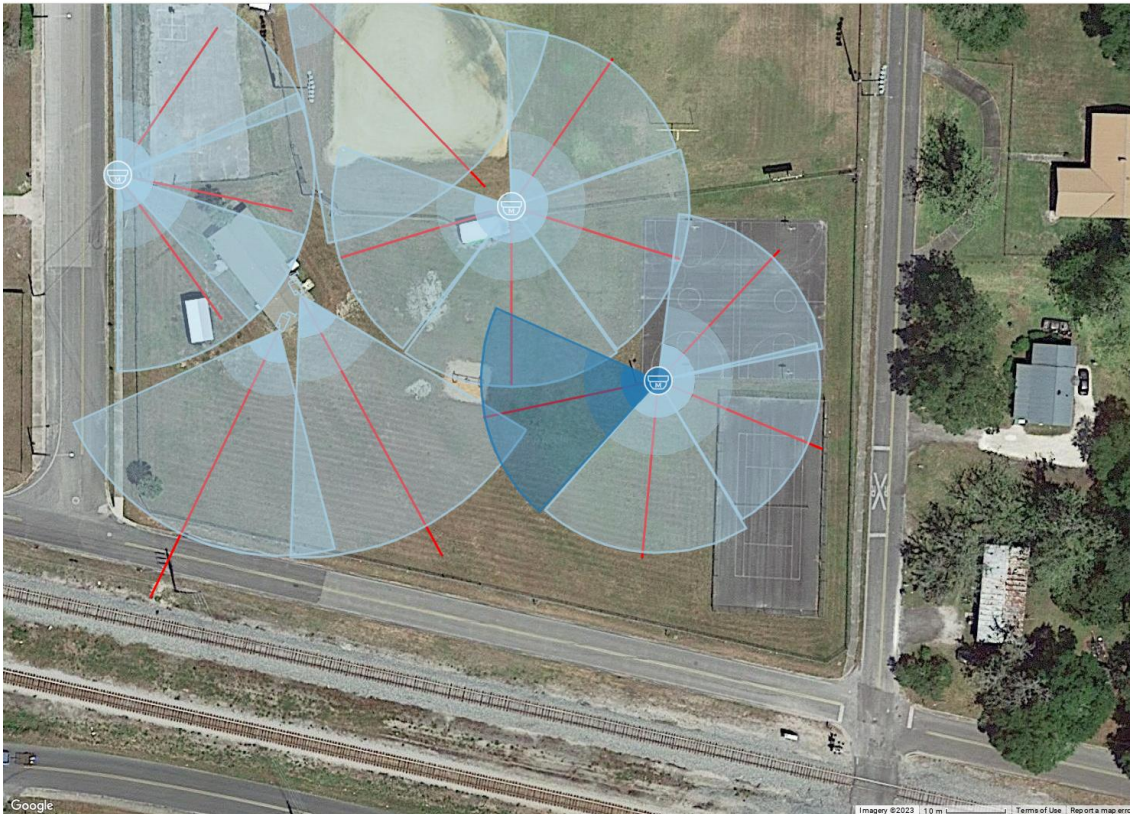
Dark With IR



## Camera 7: Imager 4



Model: Avigilon 32C-H4A-4MH-360 (Single Imager) Resolution: 5MP  
 HAOV: 72° Distance: 98ft Width: 123.0ft PPF: 21.1  
 Imager: 1/2.8" Focal Length: 4mm Camera Height: 10.00ft Tilt: -27.00° Scene Height: 10.00ft



Day - Ideal

Dark With IR



This presentation is an output of the IPVM Designer / Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.

Customer

Mobile Communications America  
4475 Union Road  
Tifton, GA  
31794, US  
229-396-5800

Prepared By:  
Tony Cooper  
(229) 881-1308  
tonycooper@callmc.com

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

**Matt Benedetti**

**benedettim@lcfla.com**

Project: City of Lake City Annie Mattox Park CCTV

**Scope of Work**

MCA is pleased to provide pricing for CCTV additions at Annie Mattox Park located in Lake City, FL. MCA will provide and install the following materials:

**MISC:**

- Assumption is the City of Lake City, FL. will provide poles and power requirements where needed for cameras.
- Assumption is the City of Lake City, FL. will provide required SIM cards for the cellular routers.
- Provide surge protection for radios and cameras where required.
- Assumption is any high voltage requirements, if necessary, will be provided by the customer.
- Assumption is lift or bucket truck services will be provided by the City of Lake City, FL.
- Assumption is work areas will be readily accessible otherwise the change order process will apply for unproductive labor time.
- Project scheduling per location will be coordinated between the MCA assigned project manager and the city's representative prior to project installation commencing.
- Please note that this proposal comes with a 5-year cell service plan for each of the Sierra wireless devices. At the conclusion of the 5-year plan, a new plan will be quoted for continuance of Sierra cellular service.

**Estimate**

	Quantity
4.0C-H5A-BO2-IR - 4MP H5A Bullet Camera with 9-22mm Lens, Pole Mount	3 ea
15C-H4A-3MH-180 - 3x 5MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pole Mount	1 ea
H4AMH-AD-IRIL1 - IR Illuminator Ring for H4 Multisensor	1 ea
POE-INJ2-60W-NA - POE++ Injector; 60W; NA	1 ea
ACC7-ENT - ACC 7 Enterprise camera channel	4 ea
LBE-5AC-GEN2 - PoE Wireless Bridge, LiteBeam AC Series, Gen2, 5 GHz	3 ea

	Quantity
Ubiquiti Universal Mounting Arm	3 ea
ETH-SP-G2 - Ethernet Surge Protector, Gen2	3 ea
DTK-MRJPOE - Power over Ethernet Surge Protector	4 ea
LE OSP Cat6 Patch Cable 5'	8 ea
Hubbell Liquid Tight .75" Strain Relief Cord Connector	4 ea

**Included(+)**

1. Installation of Field Devices
2. Installation of System Cabling
3. Video Recorders/Servers
4. Video Surveillance System Licenses
5. Any required camera mounts are inclusive of this estimate.
6. Mobile Communications America will coordinate installation with customer to verify installation schedule (Date & Time).
7. Network Switches

**Excluded(-)**

1. Conduits & Junction Boxes
2. 120VAC Power & Conduit
3. Estimated Sales Tax
4. Manlift Rental
5. Excludes repair or replacement of equipment that has been damaged due to accident, neglect, misuse, abuse, or acts of God or nature, modification of service or equipment by persons other than an MCA service representative, operation of the equipment outside the manufacturer's environmental specifications, failure of electrical power or power surge, air conditioning, or humidity control, or causes other than ordinary use.
6. Assumption is the work area will be readily available during MCA's normal business hours of Monday through Friday 08:00 A.M. to 05:00 P.M.
7. Customer will provide network support for project where applicable.
8. Any materials or services not listed in this proposal shall be considered excluded and not part of the project.

**Notes**

Proposal is valid for 30 days.

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**Summary**

Price

Labor and Adjustments	\$ 5,854.25
Materials	\$ 8,597.96

**Subtotal** \$ 14,452.21

<b>\$ 14,452.21</b>
---------------------

Accepted By

Date

.....



## TERMS AND CONDITIONS FOR SALES AND SERVICES

### 1. ORDER ACCEPTANCE

These terms and conditions apply to all Customer orders for systems sales and services offered by MCA; which include, but are not limited to, video surveillance, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems.

### 2. PREVIOUS AND NEW INSTALLATIONS

Customer hereby represents that it has contracted, or may contract with MCA for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued MCA services for the above. Upon receipt of a Customer purchase order, an MCA coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services; which could include the installation of new systems or components.

### 3. DELIVERY OF DIRECT SALE EQUIPMENT

Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. MCA shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond MCA's reasonable control.

### 4. PRICES, PAYMENTS, TAXES; CHARGES

Standard MCA payment terms are as follows:

Except as provided below, all contracted services require payment in full, due upon receipt of invoice.

Installation contracts or services in excess of \$5,000 require:

- a) 30% down payment.
- b) 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted.
- c) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
- d) Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by MCA are tax exempt, then Customer agrees to hold MCA harmless from and to indemnify MCA against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

## **5. HOURLY SERVICE LABOR**

All hourly work not included in the scope of work will be calculated at MCA standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. MCA reserves the right to bill for the full charges in excess of the estimate. Saturday and overtime rates will be charged at time and one-half of MCA'S standard rates; Sundays and Holidays will be charged at two times MCA's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

## **6. WARRANTY EQUIPMENT WARRANTY**

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of MCA. If at any time, any person, company, or entity other than MCA or an approved agent for MCA provides a connection, addition, or integration to any software or equipment under an MCA warranty, that warranty will be voided and immediately terminated.

## **LABOR WARRANTY**

MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall MCA be liable for consequential, incidental, or special damages. Except as provided herein, MCA makes no warranties or a representation to the Customer, and Customer hereby waives any liability against MCA including, but not limited to, claims based on negligent misrepresentation or manufacture. This Labor Warranty shall apply only where Purchaser purchased from MCA all of the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. MCA (IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

It is understood and agreed that MCA is not an insurer and if insurance is desired to protect the Customer, it shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the systems and services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises or the potential liability of the customer.

MCA MAKES NO GUARANTY OR WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) THAT THE SYSTEMS AND SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED.

Customer acknowledges that special systems such as infant abduction, wandering patients, and related systems and products are solely intended to provide an additional safeguard in detecting wandering patients, attempted abductions of an infant, or other events. In no way does MCA guaranty, warrant, or imply that any equipment manufactured, supplied, and/or installed by MCA is infallible; or that any system can prevent or detect any criminal act.

The Customer acknowledges that it is impractical and extremely difficult to determine the actual damages, if any, which may result in any manner from a failure to perform any of the obligations herein, or the failure of any system to properly operate with resulting loss to the customer because of these and other considerations:

- a) The uncertain value or liability issues which the systems or service is designed to detect or avert;
- b) The uncertainty of the response time of any police or security personnel as a result of any signal being received;
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by MCA's failure to perform or by the system's or equipment's operation or failure to operate; and/or
- d) The nature of the systems and services to be performed by MCA.

In light of these considerations, the parties agree that in no event will MCA be liable for special, incidental, or consequential damages and further agree that MCA's total liability may not exceed 3X the dollar value of this Agreement in any event.

## **7. THIRD PARTY INDEMNIFICATIONS**

In the event any third-party makes any claims or files any lawsuit against MCA for any reason related to MCA's obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold MCA harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged breach of this Agreement or negligence on the part of MCA, its agents, servants, or employees. If a jury finds MCA liable due to its gross negligence, willfulness, or recklessness, the Customer may seek to recover reimbursement of any costs which it reasonably incurred in defending MCA and shall not be obligated to indemnify MCA from such losses.

## **8. FORCE MAJEURE**

Any delay or failure of MCA to perform its obligations under this Agreement (other than the payment of money) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, pandemics, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

## **9. COOPERATIVE PROCUREMENT**

If this resultant contract is from a solicitation, it may be extended to any public agency or body associated with this Customer to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of the bid. As the successful vendor/contractor, MCA shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

## **10. DISPUTES & GOVERNING LAW**

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute, which cannot be so resolved, shall be resolved in a court of competent jurisdiction in the state in which Project is located. Both parties hereby waive their right to a jury trial. This Agreement shall be governed in all respects by the laws of the state in which the Project is located without regard to conflict of law provisions. In the event that MCA shall prevail in any such court proceeding, MCA shall be entitled to recover from Customer all of MCA's attorney's fees and legal costs.



**11. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS WAIVER**

This writing is intended by the parties as a final expression of their agreement for all transactions, and as a complete and exclusive statement of the terms thereof and the Customer has read and understands this entire Agreement. This Agreement supersedes all other representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement shall govern all future Customer orders unless the terms herein are expressly varied by such order. This Agreement can only be modified or terminated in writing and signed by the parties or their duly authorized agent. All notices shall be in writing and sent to the address of each party set forth herein or such other address as from time to time either party shall set forth in writing to the other. No waiver by MCA of a breach of any term or condition of this Agreement shall be construed to be a waiver by MCA of any succeeding breach. The parties agree that this Agreement is to be performed in the state which the Project is located and shall be governed by the laws of the state which the Project is located. Use of any gender shall include all genders and the singular shall include the plural, and vice versa, All titles are for convenience of reference only and shall not limit the provisions hereof.

Customer

Mobile Communications America  
4475 Union Road  
Tifton, GA  
31794, US  
229-396-5800

Prepared By:  
Tony Cooper  
(229) 881-1308  
tonycooper@callmc.com

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

**Matt Benedetti**

**benedettim@lcfla.com**

Project: City of Lake City Annie Mattox Park CCTV

**Scope of Work**

MCA is pleased to provide pricing for CCTV additions at Annie Mattox Park Lake City, FL. MCA will provide and install the following materials:

MISC:

- Assumption is the City of Lake City, FL. will provide poles and power requirements where needed for cameras.
- Assumption is the City of Lake City, FL. will provide required SIM cards for the cellular routers.
- Provide surge protection for radios and cameras where required.
- Assumption is any high voltage requirements, if necessary, will be provided by the customer.
- Assumption is lift or bucket truck services will be provided by the City of Lake City, FL.
- Assumption is work areas will be readily accessible otherwise the change order process will apply for unproductive labor time.
- Project scheduling per location will be coordinated between the MCA assigned project manager and the city's representative prior to project installation commencing.
- Please note that this proposal comes with a 5-year cell service plan for each of the Sierra wireless devices. At the conclusion of the 5-year plan, a new plan will be quoted for continuance of Sierra cellular service.

Estimate

	Quantity
15C-H4A-3MH-180 - 3x 5MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pole Mount	2 ea
H4AMH-AD-IRIL1 - IR Illuminator Ring for H4 Multisensor	4 ea

	Quantity
POE-INJ2-60W-NA - POE++ Injector; 60W; NA	4 ea
DINPS-240W-RPA-RGD-8P - Din Mount Power Supply for ES 8-Port Rugged Appliance	1 ea
ACC7-ENT - ACC 7 Enterprise camera channel	7 ea
LBE-5AC-GEN2 - PoE Wireless Bridge, LiteBeam AC Series, Gen2, 5 GHz	5 ea
VMA-RPA-RGD-8P2 - ES 8-Port Rugged Appliance; 2TB	1 ea
Ubiquiti Universal Mounting Arm	5 ea
ETH-SP-G2 - Ethernet Surge Protector, Gen2	5 ea
DTK-MRJPOE - Power over Ethernet Surge Protector	7 ea
L-Comm 20x11x16 120 VAC NEMA Enclosure with Fan Kit	1 ea
L-Comm Enclosure Pole Mount	1 ea
L-Com DIN-35-NB18	1 ea
Antaira 5-Port Unmanaged POE Switch High Temp Rated	2 ea
Antaira 60W Industrial DIN Rail Power Supply	2 ea
4.0C-H5A-BO1-IR - 4MP H5A Bullet Camera with 3.3-9mm Lens, Pole Mount	3 ea
32C-H4A-4MH-360 - 4x 8MP H4 Multisensor Camera Module with 4mm Lens, Clear Dome, Pendant Wall Mount	2 ea
H4-MT-POLE1 - Avigilon Pole Mount Adapter	2 ea
LE OSP Cat6 Patch Cable 5'	16 ea
Cellular Router with Antenna	1 ea

**Included(+)**

1. Installation of Field Devices
2. Installation of System Cabling
3. Network Switches
4. Video Recorders/Servers
5. Video Surveillance System Licenses

**Included(+)**

- 6. All cabling will be installed, supported, test/certified, and labeled per BICSI standards and any applicable NEC codes.
- 7. Any required camera mounts are inclusive of this estimate.
- 8. Mobile Communications America will coordinate installation with customer to verify installation schedule (Date & Time).

**Excluded(-)**

- 1. 120VAC Power & Conduit
- 2. Conduits & Junction Boxes
- 3. Estimated Sales Tax
- 4. Excludes repair or replacement of equipment that has been damaged due to accident, neglect, misuse, abuse, or acts of God or nature, modification of service or equipment by persons other than an MCA service representative, operation of the equipment outside the manufacturer's environmental specifications, failure of electrical power or power surge, air conditioning, or humidity control, or causes other than ordinary use.
- 5. Assumption is the work area will be readily available during MCA's normal business hours of Monday through Friday 08:00 A.M. to 05:00 P.M.
- 6. Customer will provide network support for project where applicable.
- 7. Any materials or services not listed in this proposal shall be considered excluded and not part of the project.
- 8. Manlift Rental

**Notes**

Proposal is valid for 30 days.

**Summary**

Price	
Labor and Adjustments	\$ 12,219.75
Materials	\$ 29,567.38
<b>Subtotal</b>	<b>\$ 41,787.13</b>

<b>\$ 41,787.13</b>
---------------------

Accepted By

Date

.....



## TERMS AND CONDITIONS FOR SALES AND SERVICES

### 1. ORDER ACCEPTANCE

These terms and conditions apply to all Customer orders for systems sales and services offered by MCA; which include, but are not limited to, video surveillance, access control, intercoms, alarms, Code Alert, detection systems, identification systems, and/or other related systems.

### 2. PREVIOUS AND NEW INSTALLATIONS

Customer hereby represents that it has contracted, or may contract with MCA for the installation of an electronic security systems or other services or products or associated equipment at one or more premises owned or occupied by the Customer; and that the Customer may desire additional continued MCA services for the above. Upon receipt of a Customer purchase order, an MCA coordinator will be in contact with the Customer to schedule a mutually agreeable time for any services; which could include the installation of new systems or components.

### 3. DELIVERY OF DIRECT SALE EQUIPMENT

Services may include the direct sale of equipment or replacement parts. Dates quoted for equipment are approximate and are based upon proper receipt of all necessary information, documents, and materials that are required to be furnished by Customer.

Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to Customer. All sales are F.O.B. Manufacturer's shipping point unless otherwise specified on Customer's purchase order. MCA shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond MCA's reasonable control.

### 4. PRICES, PAYMENTS, TAXES; CHARGES

Standard MCA payment terms are as follows:

Except as provided below, all contracted services require payment in full, due upon receipt of invoice.

Installation contracts or services in excess of \$5,000 require:

- a) 30% down payment.
- b) 100% payment of stored materials upon receipt at MCA's warehouse. Inspection of billed products by Customer at MCA's warehouse will be permitted.
- c) Progress labor billing will occur each month based upon the percentage of completion of whole project up to 90% of total labor charges.
- d) Final charges will be billed upon final completion of the job. All billings shall be net due upon receipt of invoice.

Customer is responsible for all taxes; except if the Customer represents that it is tax exempt under sections 501(a) and 501(c) of the Internal Revenue Code of the United States, and under the applicable laws of any State due any tax. If Customer represents that all sales, use or business taxes or personal property taxes and all fees imposed by municipal, state, and/or federal authorities in connection with the systems and services to be performed or sold by MCA are tax exempt, then Customer agrees to hold MCA harmless from and to indemnify MCA against any of the foregoing charges if the exempt status is incorrect, discontinued, or modified.

## **5. HOURLY SERVICE LABOR**

All hourly work not included in the scope of work will be calculated at MCA standard billing rates in effect as of the date of any work performed on a per-man per-hour basis for the estimated hours to complete the project. MCA reserves the right to bill for the full charges in excess of the estimate. Saturday and overtime rates will be charged at time and one-half of MCA'S standard rates; Sundays and Holidays will be charged at two times MCA's standard labor billing rates. Other incidental charges such as tolls, travel, hotels, etc. as applicable, will be added to invoices.

## **6. WARRANTY EQUIPMENT WARRANTY**

Each item of equipment purchased under this agreement is covered by the manufacturer's warranty. MCA shall specifically not have any liability under this agreement for any equipment malfunction or failure attributable to neglect, misuse, abuse, accidents, damages caused by fire, water, or any other type of catastrophe or Act of God, or if at any time the power supplied to any part of the equipment exceeds the rated tolerance, or for any unauthorized repairs, modifications, relocations or reinstallation of equipment by anyone other than an employee of MCA. If at any time, any person, company, or entity other than MCA or an approved agent for MCA provides a connection, addition, or integration to any software or equipment under an MCA warranty, that warranty will be voided and immediately terminated.

### **LABOR WARRANTY**

MCA's sole warranty is for its labor which is warranted for 90 days on new equipment and services. Customer's exclusive remedy for breach of this warranty shall be the repair of any defective labor. In no event shall MCA be liable for consequential, incidental, or special damages. Except as provided herein, MCA makes no warranties or a representation to the Customer, and Customer hereby waives any liability against MCA including, but not limited to, claims based on negligent misrepresentation or manufacture. This Labor Warranty shall apply only where Purchaser purchased from MCA all of the components of the electronics system, software, central controllers, peripherals, equipment accessories and auxiliary equipment as these terms are defined in manufacturers' manuals.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **7. MCA (IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

It is understood and agreed that MCA is not an insurer and if insurance is desired to protect the Customer, it shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the systems and services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises or the potential liability of the customer.

MCA MAKES NO GUARANTY OR WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) THAT THE SYSTEMS AND SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THERE FROM WHICH THE SYSTEMS OR SERVICE IS DESIGNED TO DETECT OR AVERT OR THAT SAME CANNOT BE COMPROMISED OR CIRCUMVENTED.

Customer acknowledges that special systems such as infant abduction, wandering patients, and related systems and products are solely intended to provide an additional safeguard in detecting wandering patients, attempted abductions of an infant, or other events. In no way does MCA guaranty, warrant, or imply that any equipment manufactured, supplied, and/or installed by MCA is infallible; or that any system can prevent or detect any criminal act.

The Customer acknowledges that it is impractical and extremely difficult to determine the actual damages, if any, which may result in any manner from a failure to perform any of the obligations herein, or the failure of any system to properly operate with resulting loss to the customer because of these and other considerations:

- a) The uncertain value or liability issues which the systems or service is designed to detect or avert;
- b) The uncertainty of the response time of any police or security personnel as a result of any signal being received;
- c) The inability to ascertain what portion, if any, of any loss would be proximately caused by MCA's failure to perform or by the system's or equipment's operation or failure to operate; and/or
- d) The nature of the systems and services to be performed by MCA.

In light of these considerations, the parties agree that in no event will MCA be liable for special, incidental, or consequential damages and further agree that MCA's total liability may not exceed 3X the dollar value of this Agreement in any event.

## **7. THIRD PARTY INDEMNIFICATIONS**

In the event any third-party makes any claims or files any lawsuit against MCA for any reason related to MCA's obligations pursuant to this Agreement, the Customer agrees to indemnify, defend, and hold MCA harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees, whether these claims be based upon alleged breach of this Agreement or negligence on the part of MCA, its agents, servants, or employees. If a jury finds MCA liable due to its gross negligence, willfulness, or recklessness, the Customer may seek to recover reimbursement of any costs which it reasonably incurred in defending MCA and shall not be obligated to indemnify MCA from such losses.

## **8. FORCE MAJEURE**

Any delay or failure of MCA to perform its obligations under this Agreement (other than the payment of money) will be excused to the extent that the delay or failure was caused directly by an event beyond such party's control, without such party's fault or negligence and that by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, pandemics, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

## **9. COOPERATIVE PROCUREMENT**

If this resultant contract is from a solicitation, it may be extended to any public agency or body associated with this Customer to permit those public agencies or bodies to purchase at contract prices, in accordance with the terms, conditions and specifications of the bid. As the successful vendor/contractor, MCA shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.

## **10. DISPUTES & GOVERNING LAW**

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute, which cannot be so resolved, shall be resolved in a court of competent jurisdiction in the state in which Project is located. Both parties hereby waive their right to a jury trial. This Agreement shall be governed in all respects by the laws of the state in which the Project is located without regard to conflict of law provisions. In the event that MCA shall prevail in any such court proceeding, MCA shall be entitled to recover from Customer all of MCA's attorney's fees and legal costs.

**11. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS WAIVER**

This writing is intended by the parties as a final expression of their agreement for all transactions, and as a complete and exclusive statement of the terms thereof and the Customer has read and understands this entire Agreement. This Agreement supersedes all other representatives, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This agreement shall govern all future Customer orders unless the terms herein are expressly varied by such order. This Agreement can only be modified or terminated in writing and signed by the parties or their duly authorized agent. All notices shall be in writing and sent to the address of each party set forth herein or such other address as from time to time either party shall set forth in writing to the other. No wavier by MCA of a breach of any term or condition of this Agreement shall be construed to be a waiver by MCA of any succeeding breach. The parties agree that this Agreement is to be performed in the state which the Project is located and shall be governed by the laws if the state which the Project is located. Use of any gender shall include all genders and the singular shall include the plural, and vice versa, All titles are for convenience of reference only and shall not limit the provisions hereof.



**File Attachments for Item:**

6. Discussion of September 11, 2023 vote regarding Section 2-53 of the Code of Ordinances relating to the compensation of Mayor and Council Members (City Attorney Todd Kennon)

## ANNUAL CITY COUNCIL RAISE OPTIONS

### Current City Code:

#### Sec. 2-53. - Compensation of mayor and councilmembers

- (a) The annual compensation paid to the mayor shall be \$9,540.00, and the annual compensation paid to each city councilmember shall be \$8,480.00. Such compensation shall be paid in 12 equal monthly payments.
- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city.

#### Option 1:

- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be voted upon each fiscal year during the budget process to determine if council is to receive a raise for the next fiscal year. The percentage of any raise cannot exceed the percentage of raises awarded to other city employees. ~~adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city.~~

#### Option 2:

- (b) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city. Each fiscal year the council may dispense with awarding of a raise by majority, super majority or unanimous vote.

**NOTE: If this option is selected, it is recommended that an opinion from an employment law firm be requested to ensure the legality of the process as it pertains to employment law and wages.**

#### Option 3:

Leave the pay raise method as currently written.

**File Attachments for Item:**

7. City Council Resolution No. 2023-109 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City by and through its Police Department to enter into an Interagency Agreement establishing a community partnership between the Florida Department of Corrections and the Lake City Police Department.

**CITY COUNCIL RESOLUTION 2023-109**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY BY AND THROUGH ITS POLICE DEPARTMENT TO ENTER INTO AN INTERAGENCY AGREEMENT ESTABLISHING A COMMUNITY PARTNERSHIP BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND THE LAKE CITY POLICE DEPARTMENT.**

**WHEREAS**, the Florida Department of Corrections (hereinafter the "Department") and the City of Lake City, Florida (hereinafter the "City") by and through its Police Department (hereinafter the "Police Department") are governmental offices that will comprise a Community Partnership (hereinafter the "Partnership") in Region 2, Circuit 3; and

**WHEREAS**, the diverse responsibilities and services provided by the Department and the Police Department are integral to the administration of criminal justice and offender re-entry in Columbia County, Florida; and

**WHEREAS**, the Department, City, and Police Department recognize that providing offenders with re-entry assistance, as appropriate, is an anti-crime measure which reduces victimization, recidivism and state spending on corrections; and

**WHEREAS**, the Department, City and Police Department agree that offenders face many challenges to successful re-entry, that most offenders have limited skills and community contract and are unable to identify support services available in their community prior to release; and

**WHEREAS**, the Department, City and Police Department share the common goal of promoting public safety for the citizens of the City and Columbia County, Florida, by reducing crime and recidivism by offenders under

community supervision in the City and County through the efficient administration of policing and correctional services; and

**WHEREAS**, the Department, City and Police Department recognize that the effective performance of their respective duties and the quality of the administration of the Partnership established by the Interagency Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

**WHEREAS**, the Department, City and Police Department recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources; and

**WHEREAS**, the Department, City and Police Department entered into a five-year agreement (Interagency Agreement #A34492) which is set to expire at midnight on October 22, 2023; and

**WHEREAS**, the City by and through its Police Department finds that it is in its best interest to enter into a five-year term Interagency Agreement with the Florida Department of Corrections, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "Memorandum of Agreement #A5486").

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

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

**Section 2.** The City, by and through its Police Department, is hereby

authorized to enter into the Memorandum of Agreement #A5486 with the Florida Department of Corrections.

**Section 3.** The Mayor, on behalf of the City, or the Chief of Police, on behalf of the Police Department, are authorized to execute the Memorandum of Agreement #A5486.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**LAKE CITY POLICE DEPARTMENT**

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Lake City Police Department (“Agency”), located in Columbia County, Florida, which are the parties hereto.

**WITNESSETH**

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, the Department and the Agency are governmental offices entering into this Agreement in Region 2, Circuit 3;

WHEREAS, the diverse responsibilities and services provided by the Department and the Agency are integral to the administration of criminal justice and offender reentry in Columbia County, Florida;

WHEREAS, the Department and the Agency recognize that providing offenders with reentry assistance, as appropriate, is an anti-crime measure that reduces victimization, recidivism, and state spending on corrections;

WHEREAS, the Department and the Agency agree that offenders may face challenges to successful reentry, and can have difficulty identifying support services in their community prior to release;

WHEREAS, the Department and the Agency share the common goal of promoting public safety for the citizens of Columbia County, Florida, by reducing crime and recidivism by offenders under community supervision in the county through the efficient administration of policing and correctional services;

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of this Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

WHEREAS, the Department and the Agency recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

**I. AGREEMENT TERM AND RENEWAL**

A. Agreement Term

This Agreement shall begin on October 23, 2023, or the date it is signed by both parties, whichever is later, and shall end on October 22, 2028. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term, or portions thereof, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option shall be conditioned, at minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement's expiration date.

**II. SCOPE OF AGREEMENT**

A. Overview

The parties agree to work together to improve the administration of criminal justice and reentry services in Columbia County, Florida, by:

1. Improving the efficiency of the interaction of their offices;
2. Facilitating the exchange of information and records between the parties collected and maintained by each; and
3. Wherever pertinent, utilizing a team problem-solving approach to address the issues facing their respective offices and the criminal justice system.

Each party will retain responsibility for its personnel, and its fiscal and general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this Agreement and its endeavors, objectives, and goals, which are directed only towards offenders under the supervision of the Department.

B. Responsibilities of the Department

The Department agrees, as resources allow, to perform the following duties in support of this Agreement:

1. Dedicate certain officers and resources to identify dangerous at-risk offenders under supervision;
2. Exchange with the Agency the following current information on absconders and offenders under the Department's supervision: addresses, offenses, conditions of supervision, and criminal histories;



3. Make initial contact with supervised offenders unless the situation dictates a warrantless arrest where the probation officer needs assistance from the Agency's officers, or other law enforcement agency officers, in arresting and transporting the offender to the county jail;
4. Compile and disseminate to Agreement participants pertinent reports on the status of targeted offenders;
5. Participate in Agency ride-alongs, to familiarize the Agency with the whereabouts, descriptions, and conditions of supervision of its community control offenders, sexual predators, sexual offenders, and high-risk offenders and to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for Agency ride-alongs must have received current mandatory use-of-force training, in accordance with Department Procedure 302.313 "Use of Force in Community Corrections." Probation officers with less than six (6) months' experience will be accompanied by a supervisor, senior officer, or specialist;
6. Provide violation warrants, or a probable cause affidavit, to the Agency to conduct a warrantless arrest to expedite the arrest process for an active warrant and assist the Agency, as necessary, in serving those warrants;
7. Conduct administrative searches, in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," to ensure that offenders are in compliance with their terms of supervision; and
8. Provide briefings to Agency's officers, in accordance with Rule 33-302.105, Florida Administrative Code (F.A.C.), and with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," on participation in warrantless arrests.
9. The Department will not participate in law enforcement activities where no Department offender is involved.

C. Responsibilities of the Agency

The Agency agrees, at its sole discretion and as resources allow, to perform the following duties in support of this Agreement:

1. Exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department;
2. Assist probation officers on field visits to offender residences and places of employment, as necessary, to execute a warrant or warrantless arrest;
3. Assist probation officers in serving violation of supervision and absconder warrants.
4. Provide safety for probation officers, while they conduct administrative searches to ensure the offender's compliance with the terms of supervision, by controlling the offender, family members, or others present during the search, and may transport the offender to the county jail if warranted;

5. Assist in identifying, receipting, and securing any property seized during a search conducted by the Department;
6. Advise the Department of any violations of supervision that an offender commits in the presence of the Agency's officer(s), and may conduct a warrantless arrest upon confirmation with the Department that a violation has occurred;
7. Assist the Department in transporting and arresting absconders or offenders within the jurisdiction of Columbia County, Florida, or as otherwise permitted by law if the offender is found to violate supervision;
8. Conduct surveillance on high-risk offenders, as permitted by law, to locate an offender to conduct an arrest;
9. Provide the opportunity for Department officers to participate in Agency ride-alongs, to become familiar with the whereabouts, descriptions, and specified conditions of supervision of community control offenders, sexual predators, sexual offenders, and high-risk offenders, to ensure that all violations are communicated to the assigned supervising officer(s) for notification to the appropriate sentencing authority; and
10. Assist the Department's officers with monitoring the offender's compliance with supervision sanctions, by conducting a warrantless arrest if an offender is observed violating the terms or conditions of supervision in the community.

D. Joint Responsibilities

The parties mutually agree, as resources allow, to perform the following duties in support of this Agreement:

1. To further enhance public safety, each party agrees to commit its available resources to apprehend probationers, parolees, conditional releasees, and any other offenders under the supervision of the Department who have violated supervision terms established by the applicable sentencing authority.
2. Because a successful reentry strategy provides safer Florida communities, each party agrees that its available resources must be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.
3. Each party agrees to provide a designee to attend and serve as its representative at Agreement meetings, and meetings will be regularly held to discuss issues and methods to better achieve the goals of the Agreement.
4. The parties agree to exchange information as to their respective duties, responsibilities, and roles within the criminal justice system and offender reentry, their required interaction with, and reliance on, the other party, and their goals and objectives to maximize the use of resources and personnel to ensure successful offender reentry.
5. The parties agree to the extent allowable by law, rule, or regulation, to provide an immediate exchange of information regarding offenders, including suspected violations of supervision.

6. To maximize the use of resources and personnel, the parties agree to identify common, shared, or related duties, responsibilities, and goals and to coordinate the delivery of services to eliminate duplicity of effort and unnecessary cost.
7. The parties agree to discuss and establish Agreement-related policies and procedures for sharing or pooling resources and equipment to assist in improving the delivery and quality of their services.
8. The parties agree to review Agreement-related policies and procedures for communicating the initiatives and directives of the Agreement to their respective personnel for action and implementation.
9. The parties agree to discuss, formulate, and implement plans to educate the public about the duties and responsibilities of their respective offices.

### III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

### IV. AGREEMENT MANAGEMENT

#### A. Department's Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, drafting and processing all amendments, terminating the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3700

#### B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaisons between each party and the other.

#### **FOR THE DEPARTMENT**

Tricia Lindo  
Circuit Administrator, Circuit 3  
1435 US Highway 90 West, Suite 120  
Lake City, Florida 32055  
Telephone: (386) 362-2878  
Email: lakecity.cir@fdc.myflorida.com

#### **FOR THE AGENCY**

Gerald Butler, Chief of Police  
Lake City Police Department  
225 NW Main Boulevard  
Lake City, Florida 32055  
Telephone: (386) 758-5438  
Email: butlerg@lcfla.com

**V. REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes to the information contained in Section IV. AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

**VI. TERMINATION**

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

In addition, this Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

**VII. OTHER CONDITIONS**

A. Public Records Law

The parties agree to allow each party and the other and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by either party in conjunction with this Agreement. Either party's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the Department.

D. Independent Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement does not constitute a partnership or a joint venture between the parties.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Community Corrections. The Assistant Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager, and the Agreement Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section IV. AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

G. Prison Rape Elimination Act

The Agency shall report any violations of the Prison Rape Elimination Act, Federal Rule 28 C.F.R. Part 115, to the Agreement Manager.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any party not a signatory hereto.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7) F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:  
LAKE CITY POLICE DEPARTMENT**

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

FEID# \_\_\_\_\_

**FLORIDA DEPARTMENT OF CORRECTIONS**      **Approved as to form and legality, subject to execution.**

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

NAME: J. Olyn Long

TITLE: Procurement Director

DATE: \_\_\_\_\_

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

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: \_\_\_\_\_

**File Attachments for Item:**

8. City Council Resolution No. 2023-116 - A resolution of the City Council of the City of Lake City, Florida, dedicating of that portion of Long Street, being in the City limits of the City of Lake City, Florida, beginning at the intersection of NW Long Street and US 441 and ending at intersection of NW Long Street and Lake Jeffery Road to be dedicated to the memory and legacy of Mariah Reginae Smith; authorizing sign installation; providing for the adoption of recitals; and providing an effective date.



**CITY COUNCIL RESOLUTION NO. 2023-116**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA DEDICATING OF THAT PORTION OF LONG STREET, BEING IN THE CITY LIMITS OF THE CITY OF LAKE CITY, FLORIDA, BEGINNING AT THE INTERSECTION OF NW LONG STREET AND US 441 AND ENDING AT INTERSECTION OF NW LONG STREET AND LAKE JEFFERY ROAD TO BE DEDICATED TO THE MEMORY AND LEGACY OF MARIAH REGINAE SMITH; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR THE ADOPTION OF RECITALS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (hereinafter the “City”) desires to honor the memory and legacy of Mariah Reginae Smith who at the age of twelve (12) years, was killed while in her residence; and

**WHEREAS**, the City, by this dedication, shall keep her memory and the dangers of gun violence visible to the City’s citizens and all others who traverse the above described roadway; and

**WHEREAS**, the City shall place signage on Long Street at the locations provided herein so that the memory and legacy of Mariah Reginae Smith shall be visible; and

**WHEREAS**, the City finds that it is in the best interests of the City to dedicate the above described roadway to the memory and legacy of Mariah Reginae Smith.

**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.** That portion of Long Street beginning at the intersection of NW Long Street and US 441 and ending at the intersection of NW Long Street and Lake Jeffery Road shall be and is hereby dedicated to the memory and legacy of Mariah Reginae Smith.

**Section 3.** Signage will be consistent with dedication signs utilized by the State of Florida, Department of Transportation and similar municipalities, and signs shall comply with all FDOT guidelines and specifications.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III  
City Attorney

**File Attachments for Item:**

9. City Council Resolution No. 2023-117 - A resolution of the City Council of the City of Lake City, Florida, reappointing Christopher Lydick to the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency; and providing for an effective date.

**CITY COUNCIL RESOLUTION 2023-117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REAPPOINTING CHRISTOPHER LYDICK TO THE PLANNING AND ZONING BOARD, THE BOARD OF ADJUSTMENTS, AND THE HISTORICAL PRESERVATION AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the members of the Board of Adjustment of the City of Lake City, Florida (hereinafter the "Board of Adjustment") also serve as members of both the Planning and Zoning Board and the Historical Board of the City of Lake City, Florida (hereinafter the "City"); and

**WHEREAS**, Christopher Lydick was appointed to serve on the Planning and Zoning Board, the Board of Adjustments and the Historical Preservation Agency through City Council Resolution Number 2021-170; and

**WHEREAS**, Christopher Lydick has expressed a desire to continue to serve on the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency; and

**WHEREAS**, the City desires to ratify the service of Christopher Lydick as a member on the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency, and reappointing him to said Boards for a term that expires on October 31, 2025.

**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.** Christopher Lydick is hereby reappointed to serve as a member

on the Planning and Zoning Board, the Board of Adjustments, and the Historical Board until October 31, 2025, or until a successor is appointed.

**Section 3.** Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**File Attachments for Item:**

10. City Council Resolution No. 2023-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with RS&H, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** CEI Inspection/Observation Services Continuing Contract

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Dee Johnson	<b>Date</b> 9/28/2023
<b>Recommended Action:</b> Establish continuing contracts with top ranked firms. (RS&H and AE Engineering)		
<b>Summary Explanation &amp; Background:</b> RFQ-015-2023 CEI Inspection/Observation Services Continuing Contract solicitation was from July 5, 2023, to August 2, 2023. The evaluation committee was held on September 11, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with the top two firms. The two top-rated firms were RS&H Inc. and AE Engineering Inc. Establishing these contracts with the selected firms will expedite the DOT-funded road projects requiring third-party CEI services.		
<b>Alternatives:</b> Do a solicitation each time for projects requiring third-party CEI services.		
<b>Source of Funds:</b>		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> (RFQ-015-2023) Continuing Contract Evaluation, Evaluation Committee Meeting, Solicitation, Fee Schedules		



### RFQ-015-2023 CEI Inspection/Observation Services Continuing Contract

Vendor	Experience with Similar Municipal Engineering Projects	Management and Staffing	Availability and Ability to meet Time requirements	References	Total Score	Ranking
AE Engineering Inc.	4	5	3.67	3.67	16.34	2
CHW	4.33	5	2.67	2.33	14.33	5
CSI Geo, Inc.	4.67	5	4	1.67	15.34	3
Dewberry Engineers Inc.	4.67	5	3.33	1.67	14.67	4
Kisinger Campo & Associates, Corp (KCA)	4.33	4.67	4.67	1.67	15.34	3
RS&H, Inc.	4.33	5	3.67	4.33	17.33	1





# NOTICE

## Evaluation Committee Meeting

RFQ-015-2023

CEI Inspection/Observation Services

Continuing Contract

The evaluation committee for RFQ-015-2023 has been scheduled to meet on Monday, September 11, 2023 at 10:30 a.m. in the Conference Room located on the 2<sup>nd</sup> floor of City Hall, 205 N Marion Avenue, Lake City, Florida.

For additional information, please contact the Procurement Department at 386-758-5407.

REQUEST FOR PROPOSAL  
015-2023  
CEI INSPECTION/OBSERVATION SERVICES CONTINUING  
CONTRACT

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

RELEASE DATE: July 6, 2023

DEADLINE FOR QUESTIONS: July 20, 2023

RESPONSE DEADLINE: August 3, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City  
REQUEST FOR PROPOSAL

CEI Inspection/Observation Services Continuing Contract

- I. Introduction.....
- II. Project Details.....
- III. Evaluation Criteria .....
- IV. Vendor Submissions.....

Attachments:

- A - 15-H DBE Good Faith Efforts
- B - 10-I Notice to Proposers DBE Information
- C - 10-O1 Consultant Proposal DBE Commitment

## 1. INTRODUCTION

### 1.1. Summary

This solicitation is for Construction Engineering and Inspection (CEI)/Observation Services for a Continuing Contract. The responses are intended to be from Professional Engineer firms and/or firms which supply trained field personnel for construction observation and resident project representative services under the responsible charge of a Professional Engineer duly licensed in the State of Florida.

The Consultant shall be responsible for providing CEI services as defined in the Scope of Services.

### 1.2. Contact Information

**Brenda Karr**

Procurement Analyst

205 North Marion Avenue

Lake City, FL 32055

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

Phone: [\(386\) 758-5407](tel:(386)758-5407)

**Department:**

Procurement

### 1.3. Timeline

<b>Issue Invitation to Bid</b>	July 6, 2023
<b>Deadline for Written Questions</b>	July 20, 2023, 4:00pm
<b>Addendum Posted, if applicable</b>	July 21, 2023, 4:00pm
<b>Bid Opening</b>	August 3, 2023, 2:00pm

## 2. PROJECT DETAILS

### 2.1. Important Instructions for Electronic Submittal

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

### 2.2. Proposal Preparation Instructions

The Statement of Qualifications must be signed by an authorized representative of the firm. Failure to submit all information may result in a lower evaluation of the proposal. SOQ's which are substantially incomplete or lack key information may be rejected by the City at its discretion. The selection of short-listed firms will be based on the information provided in the submittal.

Information submitted with the SOQ's should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Those members acting as the Evaluation committee, will review the information submitted and short list the firms according to the scoring. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being approved by the Council. Negotiations will follow, pending Council approval and FDOT concurrence.

All prospective submitters are hereby cautioned not to contact any City Council member or employees during the advertisement period nor attempt to persuade or promote through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified firm. Until notification is received, all contacts shall be channeled through Procurement.opengov.com. or email Brenda Karr, Procurement Analyst at [KarrB@lfla.com](mailto:KarrB@lfla.com). Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The City of Lake City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement will encourage the use of Disadvantaged Business Enterprise firms and no one will be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status, or national origin in consideration for an award.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The City shall follow the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes for the selection of professional services.

The Evaluation committee shall consider the following factors:

#### 1.STATEMENT OF QUALIFICATIONS

A SOQ's prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and e-mail address
- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

### 2.3. Evaluation Criteria and Scoring

All proposals will be subject to review and evaluation process. All proposers responding to the RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the City in written format. Such clarification requests will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposals will be reviewed by the City of Lake City Evaluation Committee and evaluated based on the format and content outlined in this proposal as follows:

#### **EXPERIENCE WITH SIMILAR MUNICIPAL ENGINEERING PROJECTS: (5PTS)**

Provide a listing of similar projects, maximum of eight (8), by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, locations, description of the funding entity, project budget and project descriptions, building square feet and site acres, year designed and outcomes. Provide reference contact information for the project. Experience with similar CEI Services will be given more credit.

#### **PROJECT TEAM/MANAGEMENT AND STAFFING: (5PTS)**

Provide an organizational chart showing a staffing plan which clearly illustrates the key elements of the organizational structure of the entire project team. Identify project team members, major and minor sub-consultants and provide technical resumes of each individual listed. This section should only include information on the individuals who will perform work on this project. Specify roles and responsibilities of the project team, including sub-consultants and skills relevant to the proposed assignments.

**AVAILABILITY OF WORKLOAD & WILLINGNESS TO MEET TIME REQUIREMENTS: (5PTS)**

Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with pre-construction conference and ending with project closeout.

**REFERENCES: (5PTS)**

Provide a listing of all previous customers during the past five (5) years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

- A. Client name, address, and current telephone number.
- B. Description of services provided.
- C. Time period of the project or contract.
- D. Client's contact reference name and current telephone number.

**TOTAL POINTS: 20**

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm's performance?

What specifically did you like about their approach?

What do you believe were shortcomings or that they could have done better?

Did they meet your schedule requirements?

How were their communications? Were you always kept in the loop?

How responsive were they in addressing problems with the project?

How was the quality/experience/personality of their personnel? (Specifically the project manager?)

Would you use this firm again?

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each qualification.

**SELECTION:** The City of Lake City's Evaluation committee, will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. In the event of a tie, the Selection Committee will appoint an alternate scorer as a tie breaker.

After the Evaluation committee ranks the firms' proposals, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Cities recommendation, contract price negotiations will begin between the selected firm and the City after Council's approval to negotiate.

## 2.4. General Description of Specifications

The City of Lake City seeks to establish a contract for a qualified firm to supply trained field personnel for construction engineering inspection services under the responsible charge of a Professional Engineer duly licensed in the State of Florida. The firm awarded the contract shall be paid on a NO VALUE. The City of Lake City currently NO VALUE an active continuing contract with any firm for this type of service.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Lake City. The successful proposer will hereinafter be referred to as the "Contractor".

This solicitation is for a continuing contract for Construction Engineering and Inspection (CEI) services. The responses are intended to be from Professional Engineer firms and/or firms which supply trained field personnel for construction engineering inspection services under the responsible charge of a Professional Engineer duly licensed in the State of Florida.

The City of Lake City is seeking professional consultants as they apply to the construction engineering and inspection. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

### **Work Types:** 10.1 Roadway CEI

**Length of service** - The Consultant's construction engineering and inspection services shall begin upon written Notice of Proceed (NTP) by the City. This contract duration will be for a three (3) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms upon mutual agreement with the successful consultant.

**TITLE VI NONDISCRIMINATION POLICY STATEMENT** – During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**1. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention and retention of sub-contractors, including procurement of materials and leases of equipment. The



Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, natural origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C § 200D ET SEQ., 78 STAT. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origins, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C § § 12131 – 12189) as implemented by Department of Transportation Regulations a 49 C.F.R. parts 37 and 38;

## 2.5. Eligibility

Selected Consultant must be licensed to work in the State of Florida.

The selected prime and sub-consultants (as required) shall be pre-qualified by FDOT in the appropriate work groups:

10.1 - Roadway Construction, engineering inspection

## 2.6. Insurance

The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is “preferred”; however, other ratings of “Secure Best Ratings” may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services,

work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage: The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The contractor shall purchase and maintain coverage on all forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

General Liability Coverage – Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X, C, U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

**Business Auto Liability Coverage:** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage:** Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Professional Liability:** \$1,000,000 per occurrence minimum limit.

## 2.7. [Scope of Services](#)

The services sought are for a continuing contract where construction engineering inspection (CEI) is needed for new projects.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The responsibilities of the Consultant on this project are:

1. **Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, FDOT (herein called the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor with a list of all forms and reports due, when they should be submitted, and to whom.
2. **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with City staff, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend City Council meetings as necessary.
3. **Project Administration:** Provide project administration and coordinate with the assigned FDOT Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FDOT inspections that may

be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the City Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the FDOT Project Engineer and be available at any time in the case of an emergency on this project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All field technicians must be certified in the applicable FDOT certification workshops.
5. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the FDOT Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the FDOT Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the FDOT Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the City Council for their approval.
6. Shop Drawings: Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
7. Reporting: It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) is carried out.
8. Quality Assurance, Testing for Acceptance, and Training: Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the City and Department. Certifications of materials submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.
9. Progress Payments: The Consultant will document and submit accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. FDOT Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the FDOT Project Engineer for processing.
11. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the City.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the City. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the City or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation, and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life.

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.

14. Final Records: Submit a compilation of project records to the City and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

15. Project Claims: Prepare documentation and assist in the defense of the City and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the City.

## 2.8. Other Forms and Documentation

- a. Certificate of Insurance
- b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

c. FDOT Prequalification: 10.1 – Roadway CEI

d. E-Verify

The consultant 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; they 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.

e. Public Entities Crime Statement

f. Drug-Free Workplace Form (FDOT Form #375-040-18)

g. Truth in Negotiation Certification (FDOT Form #375-030-30)

h. Conflict of Interest Statement (FDOT Form #375-030-50)

## 2.9. Schedule of Events

The anticipated schedule for this project is as follows:

Proposal Advertised and Initially Issued July 5, 2023

Proposal Due Date Thursday, August 3, 2023 @ 2:00p.m.

Evaluation Committee Meeting: Monday, August 14, 2023 at 10:00 am

Consent agenda to negotiate contract with top ranked firm: Tuesday, September 5, 2023 at regular scheduled Council meeting.

Submittal to FDOT for Approval for final approval.

Final resolution of contract to be approved by Council at the Monday, September 18, 2023 meeting.

### 3. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Experience with Similar Municipal Engineering Projects</b></p> <p>20 years or more - 5 points</p> <p>15 to 19 years - 4 points</p> <p>10 to 14 years - 3 points</p> <p>3 to 9 years - 2 points</p> <p>Less than 3 years - 1 points</p>	0-5 Points	5 <i>(25% of Total)</i>
2.	<p><b>Management and Staffing</b></p> <p>Provide an organizational chart showing a staffing plan which clearly illustrates the key elements of the organizational structure of the entire project team. Did they identify the team members for the project? Did they include their technical resumes? Did they specify the roles of each team member listed and their skills?</p>	0-5 Points	5 <i>(25% of Total)</i>
3.	<p><b>Availability and Ability to meet Time requirements</b></p> <p>Ability of the firm to manage this project within the specified project time and within budget. Did they list any time issues? Did they provide a schedule of project progress from the Pre-Construction meeting to project closeout?</p>	0-5 Points	5 <i>(25% of Total)</i>
4.	<p><b>References</b></p> <p>20 references or more - 5 points</p> <p>19 to 15 references - 4 points</p> <p>14 to 10 references - 3 points</p> <p>9 to 5 references - 2 points</p> <p>Less than 5 references - 1 points</p> <p>No references - 0 points</p>	0-5 Points	5 <i>(25% of Total)</i>



## 4. VENDOR SUBMISSIONS

### 4.1. Submittal Requirements\*

Did you read through and confirm that you met all of the Statement of Qualifications requirements:

- Yes
- No

\*Response required

### 4.2. Proposal Documents\*

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

- A. Statement of Qualifications with all of the items requested.
- B. Any forms and documents that requested.

\*Response required



157 SW McFarlane Ave  
Lake City, FL 32025

C 301-740-4483

[rsandh.com](http://rsandh.com)

## City of Lake City Continuing Services Rates

<u>Position</u>	<u>Rate</u>
Sr. Project Engineer	\$ 235.70
Project Administrator	\$ 164.44
APA	\$ 123.33
CSS	\$ 109.63
Sr. Inspector	\$ 101.41
Sr. Landscape Inspector	\$ 90.44
Inspector	\$ 76.74
Building Inspector	\$ 76.74
Landscape Inspector	\$ 76.74
Clerical	\$ 60.30
RCS	\$ 90.44
Sr. Building Inspector	\$ 137.03

**CITY COUNCIL RESOLUTION NO. 2023-118**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH RS&H, INC.; PROVIDING FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI)/OBSERVATION SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Construction Engineering and Inspection (CEI)/Observation Services (hereinafter the "Services"); and

**WHEREAS**, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Qualifications (“RFQ” or “RFQ 015-2023”); and

**WHEREAS**, the city administration evaluated the statements of qualifications received and recommended RS&H, Inc., (hereinafter “RS&H”) to the City Council as the most qualified; and

**WHEREAS**, the City Council and RS&H desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

**WHEREAS**, the Continuing Contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

**WHEREAS**, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with RS&H.

**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 Continuing Contract with RS&H for consulting services for the City.

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

**Section 4.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution 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 resolution.

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND  
RS&H, INC.**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of October 2023 by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and RS&H, INC., a Florida Profit Corporation, having a principal address of 10748 Deerwood Park Blvd South, Ste 300, Jacksonville, Florida 32256 (herein referred to as "Contractor").

**WHEREAS**, the City desires to retain a contractor to provide it with Construction Engineering and Inspection (CEI)/Observation Services (hereinafter the "Services"); and

**WHEREAS**, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Qualifications ("RFQ" or "RFQ 015-2023"); and

**WHEREAS**, the city administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

**WHEREAS**, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

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

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

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

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

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

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Qualifications 015-2023 and all Addendums (hereinafter collectively referred to as "RFQ-015-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

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

(d) "SERVICES" means, that the Contractor shall provide professional airport engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

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

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

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

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) Contractor shall execute this Contract within fourteen (14) days of the earlier of receipt hereof or the issuance of a Notice to Proceed; and

(b) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one



(1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in

furtherance of this Contract.

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

(a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,00.00 per occurrence and \$1,000,000.00 property damage and personal injury; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

(d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

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

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

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

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

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

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-

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

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

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

10. **Timely Accomplishment of Services and Liquidated Damages:**

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

The time limit of the completion of all work under this Contract shall be as set forth in the Proposal. The dates fixing this period under the calendar shall be as established and stated in the "Notice to Proceed" from the Owner.

After commencement of work of the Contract, it shall be directed with prior dispatch toward completion, to the satisfaction of the City and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the Contract, and should the Contractor fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the following schedule shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision. The amount of liquidated damages and estimated cost of supervision is to be determined in each specific task assignment.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any causes whatsoever, and shall not plead

his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

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

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

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

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

laws.

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

**City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031**

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated



Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Qualifications (RFQ-015-2023) and all addendum, and all

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

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

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

*[The remainder of the page was left blank intentionally.]*

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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**RS&H, INC..**

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

**File Attachments for Item:**

11. City Council Resolution No. 2023-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a continuing contract with AE Engineering, Inc.; providing for Construction Engineering and Inspection (CEI)/Observation Services; providing for severability; providing for conflicts; and providing for an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** CEI Inspection/Observation Services Continuing Contract

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Dee Johnson	<b>Date</b> 9/28/2023
<b>Recommended Action:</b> Establish continuing contracts with top ranked firms. (RS&H and AE Engineering)		
<b>Summary Explanation &amp; Background:</b> RFQ-015-2023 CEI Inspection/Observation Services Continuing Contract solicitation was from July 5, 2023, to August 2, 2023. The evaluation committee was held on September 11, 2023, in which they reviewed all proposals and ranked them based on the criteria. The committee members agreed with the final rankings and to move forward with the top two firms. The two top-rated firms were RS&H Inc. and AE Engineering Inc. Establishing these contracts with the selected firms will expedite the DOT-funded road projects requiring third-party CEI services.		
<b>Alternatives:</b> Do a solicitation each time for projects requiring third-party CEI services.		
<b>Source of Funds:</b>		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> (RFQ-015-2023) Continuing Contract Evaluation, Evaluation Committee Meeting, Solicitation, Fee Schedules		



### RFQ-015-2023 CEI Inspection/Observation Services Continuing Contract

Vendor	Experience with Similar Municipal Engineering Projects	Management and Staffing	Availability and Ability to meet Time requirements	References	Total Score	Ranking
AE Engineering Inc.	4	5	3.67	3.67	16.34	2
CHW	4.33	5	2.67	2.33	14.33	5
CSI Geo, Inc.	4.67	5	4	1.67	15.34	3
Dewberry Engineers Inc.	4.67	5	3.33	1.67	14.67	4
Kisinger Campo & Associates, Corp (KCA)	4.33	4.67	4.67	1.67	15.34	3
RS&H, Inc.	4.33	5	3.67	4.33	17.33	1



# NOTICE

## Evaluation Committee Meeting

RFQ-015-2023

CEI Inspection/Observation Services

Continuing Contract

The evaluation committee for RFQ-015-2023 has been scheduled to meet on Monday, September 11, 2023 at 10:30 a.m. in the Conference Room located on the 2<sup>nd</sup> floor of City Hall, 205 N Marion Avenue, Lake City, Florida.

For additional information, please contact the Procurement Department at 386-758-5407.

REQUEST FOR PROPOSAL  
015-2023  
CEI INSPECTION/OBSERVATION SERVICES CONTINUING  
CONTRACT

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

RELEASE DATE: July 6, 2023

DEADLINE FOR QUESTIONS: July 20, 2023

RESPONSE DEADLINE: August 3, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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



City of Lake City  
REQUEST FOR PROPOSAL

CEI Inspection/Observation Services Continuing Contract

- I. Introduction.....
- II. Project Details.....
- III. Evaluation Criteria .....
- IV. Vendor Submissions.....

Attachments:

- A - 15-H DBE Good Faith Efforts
- B - 10-I Notice to Proposers DBE Information
- C - 10-O1 Consultant Proposal DBE Commitment

## 1. INTRODUCTION

### 1.1. Summary

This solicitation is for Construction Engineering and Inspection (CEI)/Observation Services for a Continuing Contract. The responses are intended to be from Professional Engineer firms and/or firms which supply trained field personnel for construction observation and resident project representative services under the responsible charge of a Professional Engineer duly licensed in the State of Florida.

The Consultant shall be responsible for providing CEI services as defined in the Scope of Services.

### 1.2. Contact Information

**Brenda Karr**

Procurement Analyst

205 North Marion Avenue

Lake City, FL 32055

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

Phone: [\(386\) 758-5407](tel:(386)758-5407)

**Department:**

Procurement

### 1.3. Timeline

<b>Issue Invitation to Bid</b>	July 6, 2023
<b>Deadline for Written Questions</b>	July 20, 2023, 4:00pm
<b>Addendum Posted, if applicable</b>	July 21, 2023, 4:00pm
<b>Bid Opening</b>	August 3, 2023, 2:00pm

## 2. PROJECT DETAILS

### 2.1. Important Instructions for Electronic Submittal

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

### 2.2. Proposal Preparation Instructions

The Statement of Qualifications must be signed by an authorized representative of the firm. Failure to submit all information may result in a lower evaluation of the proposal. SOQ's which are substantially incomplete or lack key information may be rejected by the City at its discretion. The selection of short-listed firms will be based on the information provided in the submittal.

Information submitted with the SOQ's should include documentation to demonstrate the firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

Those members acting as the Evaluation committee, will review the information submitted and short list the firms according to the scoring. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being approved by the Council. Negotiations will follow, pending Council approval and FDOT concurrence.

All prospective submitters are hereby cautioned not to contact any City Council member or employees during the advertisement period nor attempt to persuade or promote through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified firm. Until notification is received, all contacts shall be channeled through Procurement.opengov.com. or email Brenda Karr, Procurement Analyst at [KarrB@lcfra.com](mailto:KarrB@lcfra.com). Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

The City of Lake City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement will encourage the use of Disadvantaged Business Enterprise firms and no one will be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status, or national origin in consideration for an award.

The City shall comply with the Local Government Prompt Payment Act in accordance with Florida Statutes Chapter 218 and the Public Records Act in accordance with Florida Statutes Chapter 119.

The City shall follow the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes for the selection of professional services.

The Evaluation committee shall consider the following factors:

#### 1.STATEMENT OF QUALIFICATIONS

A SOQ's prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually should at a minimum include the following information:

- a. Project name/FDOT Financial Management Number
- b. Consultant's name and address
- c. Proposed responsible office for consultant
- d. Contact person, phone number, and e-mail address
- e. Indication as to whether the prime firm and/or sub-consultants are disadvantaged business enterprises (DBE)

### 2.3. Evaluation Criteria and Scoring

All proposals will be subject to review and evaluation process. All proposers responding to the RFQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received.

Proposals shall include all of the information solicited in this RFQ, and any additional data that the consultant deems pertinent to the understanding and evaluating of the proposal. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. Any request for clarification will be requested by the City in written format. Such clarification requests will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposals will be reviewed by the City of Lake City Evaluation Committee and evaluated based on the format and content outlined in this proposal as follows:

#### **EXPERIENCE WITH SIMILAR MUNICIPAL ENGINEERING PROJECTS: (5PTS)**

Provide a listing of similar projects, maximum of eight (8), by a team member who is specifically part of the team proposed in the response. Identify specific project details, including but not limited to, locations, description of the funding entity, project budget and project descriptions, building square feet and site acres, year designed and outcomes. Provide reference contact information for the project. Experience with similar CEI Services will be given more credit.

#### **PROJECT TEAM/MANAGEMENT AND STAFFING: (5PTS)**

Provide an organizational chart showing a staffing plan which clearly illustrates the key elements of the organizational structure of the entire project team. Identify project team members, major and minor sub-consultants and provide technical resumes of each individual listed. This section should only include information on the individuals who will perform work on this project. Specify roles and responsibilities of the project team, including sub-consultants and skills relevant to the proposed assignments.

**AVAILABILITY OF WORKLOAD & WILLINGNESS TO MEET TIME REQUIREMENTS: (5PTS)**

Ability of the firm to manage this project within the specified project time and within budget. Show current workload of available personnel and hours projected on this project. Provide a schedule of project progress beginning with pre-construction conference and ending with project closeout.

**REFERENCES: (5PTS)**

Provide a listing of all previous customers during the past five (5) years for all work of similar size and scope. The services provided to these clients should have characteristics as similar as possible to those requested in this RFQ.

Information provided for each client shall include the following:

- A. Client name, address, and current telephone number.
- B. Description of services provided.
- C. Time period of the project or contract.
- D. Client's contact reference name and current telephone number.

**TOTAL POINTS: 20**

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your qualification.

The City reserves the right to contact any and all references to obtain, with limitation, ratings for the following performance indicators includes:

On a scale of 1-10, with 1 being very dissatisfied and ten exceeding your every expectation, how satisfied were you with the firm's performance?

What specifically did you like about their approach?

What do you believe were shortcomings or that they could have done better?

Did they meet your schedule requirements?

How were their communications? Were you always kept in the loop?

How responsive were they in addressing problems with the project?

How was the quality/experience/personality of their personnel? (Specifically the project manager?)

Would you use this firm again?

A uniform sample of references will be checked for each Proposer. Proposers will be scored on a scale of 1 to 10, with 10 being the highest possible score. This score will also be used in determining the score to be given to the "past performance" evaluation factor for each qualification.

**SELECTION:** The City of Lake City's Evaluation committee, will review, evaluate and rank the proposals submitted by all responsive and responsible firms based on the criteria above. In the event of a tie, the Selection Committee will appoint an alternate scorer as a tie breaker.

After the Evaluation committee ranks the firms' proposals, the firm name with the required selection documentation will be forwarded to FDOT for approval of the selected firm. Should FDOT concur with the Cities recommendation, contract price negotiations will begin between the selected firm and the City after Council's approval to negotiate.

## 2.4. General Description of Specifications

The City of Lake City seeks to establish a contract for a qualified firm to supply trained field personnel for construction engineering inspection services under the responsible charge of a Professional Engineer duly licensed in the State of Florida. The firm awarded the contract shall be paid on a NO VALUE. The City of Lake City currently NO VALUE an active continuing contract with any firm for this type of service.

The firm awarded this contract must meet or exceed all terms, conditions and specifications of the City of Lake City. The successful proposer will hereinafter be referred to as the "Contractor".

This solicitation is for a continuing contract for Construction Engineering and Inspection (CEI) services. The responses are intended to be from Professional Engineer firms and/or firms which supply trained field personnel for construction engineering inspection services under the responsible charge of a Professional Engineer duly licensed in the State of Florida.

The City of Lake City is seeking professional consultants as they apply to the construction engineering and inspection. Consideration will be given to only those firms that are qualified pursuant to law and that have been prequalified by FDOT to perform the indicated types of work.

### **Work Types:** 10.1 Roadway CEI

**Length of service** - The Consultant's construction engineering and inspection services shall begin upon written Notice of Proceed (NTP) by the City. This contract duration will be for a three (3) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms upon mutual agreement with the successful consultant.

**TITLE VI NONDISCRIMINATION POLICY STATEMENT** – During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

**1. Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention and retention of sub-contractors, including procurement of materials and leases of equipment. The

Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, natural origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the Contract until the Contractor complies, or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C § 200D ET SEQ., 78 STAT. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origins, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C § § 12131 – 12189) as implemented by Department of Transportation Regulations a 49 C.F.R. parts 37 and 38;

## 2.5. Eligibility

Selected Consultant must be licensed to work in the State of Florida.

The selected prime and sub-consultants (as required) shall be pre-qualified by FDOT in the appropriate work groups:

10.1 - Roadway Construction, engineering inspection

## 2.6. Insurance

The consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the City. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is “preferred”; however, other ratings of “Secure Best Ratings” may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services,



work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage: The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes. Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage: The contractor shall purchase and maintain coverage on all forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

General Liability Coverage – Occurrence Form Required: Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (X, C, U) exposures.

Coverage B shall include personal injury. Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

**Business Auto Liability Coverage:** Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

**Excess or Umbrella Liability Coverage:** Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**Professional Liability:** \$1,000,000 per occurrence minimum limit.

## 2.7. [Scope of Services](#)

The services sought are for a continuing contract where construction engineering inspection (CEI) is needed for new projects.

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall also maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work in order to determine the progress and quality of work and identify discrepancies. The Consultant shall report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The responsibilities of the Consultant on this project are:

1. **Preconstruction Conferences:** Conduct and schedule the Preconstruction Conference with the Owner, FDOT (herein called the Department), contractor and any other pertinent personnel/company. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor with a list of all forms and reports due, when they should be submitted, and to whom.
2. **Progress Meetings:** Prepare the agenda, attend, and conduct meetings with City staff, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend City Council meetings as necessary.
3. **Project Administration:** Provide project administration and coordinate with the assigned FDOT Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FDOT inspections that may

be conducted on the project related to project work, progress, or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the City Manager a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the FDOT Project Engineer and be available at any time in the case of an emergency on this project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All field technicians must be certified in the applicable FDOT certification workshops.
5. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the FDOT Project Engineer of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the FDOT Project Engineer. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the Department. Submit Value Engineering Change Proposals to the FDOT Project Engineer for analysis and distribution to the appropriate division(s). Develop change orders as approved by the Department and present to the City Council for their approval.
6. Shop Drawings: Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.
7. Reporting: It shall be the responsibility of the Consultant awarded this contract to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) is carried out.
8. Quality Assurance, Testing for Acceptance, and Training: Monitor the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications and monitor documentation of testing by the contractor. In case of notification of defective concrete as defined in the Specifications, the Consultant will submit the initial information with a recommendation for remediation to the City and Department. Certifications of materials submitted by the contractor will be reviewed by the Consultant for conformity to the Project Specifications. The certification documents submitted to the Department will also be reviewed for completeness and conformance to the Department's standard form of submission.
9. Progress Payments: The Consultant will document and submit accurate quantities for Monthly Progress Payments. Test reports will be on file prior to payment. FDOT Project Engineer must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections will be submitted by the Consultant to the FDOT Project Engineer for processing.
11. Distribution of Correspondence: A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the City.

12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the City. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the City or Department. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation, and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life.

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the Department prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the Department Project Engineer for clarification at any time.

14. Final Records: Submit a compilation of project records to the City and Department (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

15. Project Claims: Prepare documentation and assist in the defense of the City and Department, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

16. Project Certification: Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the Department on behalf of the City.

## 2.8. Other Forms and Documentation

- a. Certificate of Insurance
- b. Proof of Licenses/Certifications

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>.

c. FDOT Prequalification: 10.1 – Roadway CEI

d. E-Verify

The consultant 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; they 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.

e. Public Entities Crime Statement

f. Drug-Free Workplace Form (FDOT Form #375-040-18)

g. Truth in Negotiation Certification (FDOT Form #375-030-30)

h. Conflict of Interest Statement (FDOT Form #375-030-50)

## 2.9. Schedule of Events

The anticipated schedule for this project is as follows:

Proposal Advertised and Initially Issued July 5, 2023

Proposal Due Date Thursday, August 3, 2023 @ 2:00p.m.

Evaluation Committee Meeting: Monday, August 14, 2023 at 10:00 am

Consent agenda to negotiate contract with top ranked firm: Tuesday, September 5, 2023 at regular scheduled Council meeting.

Submittal to FDOT for Approval for final approval.

Final resolution of contract to be approved by Council at the Monday, September 18, 2023 meeting.

### 3. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Experience with Similar Municipal Engineering Projects</b></p> <p>20 years or more - 5 points</p> <p>15 to 19 years - 4 points</p> <p>10 to 14 years - 3 points</p> <p>3 to 9 years - 2 points</p> <p>Less than 3 years - 1 points</p>	0-5 Points	5 <i>(25% of Total)</i>
2.	<p><b>Management and Staffing</b></p> <p>Provide an organizational chart showing a staffing plan which clearly illustrates the key elements of the organizational structure of the entire project team. Did they identify the team members for the project? Did they include their technical resumes? Did they specify the roles of each team member listed and their skills?</p>	0-5 Points	5 <i>(25% of Total)</i>
3.	<p><b>Availability and Ability to meet Time requirements</b></p> <p>Ability of the firm to manage this project within the specified project time and within budget. Did they list any time issues? Did they provide a schedule of project progress from the Pre-Construction meeting to project closeout?</p>	0-5 Points	5 <i>(25% of Total)</i>
4.	<p><b>References</b></p> <p>20 references or more - 5 points</p> <p>19 to 15 references - 4 points</p> <p>14 to 10 references - 3 points</p> <p>9 to 5 references - 2 points</p> <p>Less than 5 references - 1 points</p> <p>No references - 0 points</p>	0-5 Points	5 <i>(25% of Total)</i>

## 4. VENDOR SUBMISSIONS

### 4.1. Submittal Requirements\*

Did you read through and confirm that you met all of the Statement of Qualifications requirements:

- Yes
- No

\*Response required

### 4.2. Proposal Documents\*

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

- A. Statement of Qualifications with all of the items requested.
- B. Any forms and documents that requested.

\*Response required

**RFQ-015-2023 CEI Inspection/Observation Services  
Continuing Contract**

**Construction Engineering Inspection**

<b>Classification</b>	<b>Loaded Billing Rate</b>
Senior Project Engineer	\$247.20
Project Administrator	\$169.95
Assistant Project Administrator	\$138.75
Contract Support Specialist	\$117.00
Senior Inspector	\$111.60
Senior Landscape Inspector	\$121.50
Inspector	\$86.25
Building Inspector	\$125.28
Landscape Inspector	\$92.85
Clerical	\$66.00
RCS	\$91.50
Senior Building Inspector	\$149.25



**CITY COUNCIL RESOLUTION NO. 2023-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTINUING CONTRACT WITH AE ENGINEERING, INC.; PROVIDING FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI)/OBSERVATION SERVICES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to engage a firm to provide it with Construction Engineering and Inspection (CEI)/Observation Services (hereinafter the "Services"); and

**WHEREAS**, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Qualifications (“RFQ” or “RFQ 015-2023”); and

**WHEREAS**, the city administration evaluated the statements of qualifications received and recommended AE ENGINEERING, Inc., (hereinafter “AE ENGINEERING”) to the City Council as the most qualified; and

**WHEREAS**, the City Council and AE ENGINEERING desire to enter into a continuing contract, a copy of which is attached hereto (hereinafter the “Continuing Contract”), to establish procedures and provide for general terms and conditions whereby and under which the aforementioned services shall be rendered and performed; and

**WHEREAS**, the Continuing Contract is defined in Section 287.055(2)(9), Florida Statutes, and is subject to being terminated as provided for in the Continuing Contract; and

**WHEREAS**, the City Council finds it is in the best interest of the City to

execute the Continuing Contract with AE ENGINEERING.

**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 Continuing Contract with AE ENGINEERING for consulting services for the City.

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

**Section 4.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this resolution 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 resolution.

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND AE  
ENGINEERING, INC.**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of October 2023 by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and AE ENGINEERING, INC., a Florida Profit Corporation, having a principal address of 219 N Newnan Street 4<sup>th</sup> Floor, Jacksonville, Florida 32202 (herein referred to as "Contractor").

**WHEREAS**, the City desires to retain a contractor to provide it with Construction Engineering and Inspection (CEI)/Observation Services (hereinafter the "Services"); and

**WHEREAS**, the City, in accordance with the Consultants Competitive Negotiation Act, solicited statements of qualifications from registered engineering firms, pursuant to a Request for Qualifications ("RFQ" or "RFQ 015-2023"); and

**WHEREAS**, the city administration evaluated the statements of qualifications received and recommended the Contractor to the City Council as the most qualified; and

**WHEREAS**, the Contractor desires to render the services as described hereinbelow, and has the qualifications, experience, staff, and resources to perform those services; and

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

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

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

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

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

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Request for Qualifications 015-2023 and all Addendums (hereinafter collectively referred to as "RFQ-015-2023" or "RFQ"), all of which are incorporated herein and made an essential part of this agreement between the parties.

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

(d) "SERVICES" means, that the Contractor shall provide professional airport engineering services, all to be performed by Contractor or sub-contractors the Contractor may engage to provide, perform and complete the services required pursuant to the covenants, terms, and provisions of this Contract, any and all amendments to this Contract, and task assignments consistent with this Contract.

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

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

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

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) Contractor shall execute this Contract within fourteen (14) days of the earlier of receipt hereof or the issuance of a Notice to Proceed; and

(b) The term of this Contract shall be for three (3) years. The City reserves the right to extend the contract period for two (2) additional one

(1) year periods upon mutual agreement with the Contractor. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives.

The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Contractor for its services within thirty (30) days, unless there is any dispute with respect to any amount or amounts included in any invoice, in which case the City and Contractor shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the City directly. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in

furtherance of this Contract.

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

(a) Comprehensive general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$500,00.00 per occurrence and \$1,000,000.00 property damage and personal injury; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

(d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

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



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

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

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

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

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-

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

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

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

10. **Timely Accomplishment of Services and Liquidated Damages:**

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

The time limit of the completion of all work under this Contract shall be as set forth in the Proposal. The dates fixing this period under the calendar shall be as established and stated in the "Notice to Proceed" from the Owner.

After commencement of work of the Contract, it shall be directed with prior dispatch toward completion, to the satisfaction of the City and shall be fully completed within the time limit. It is understood and agreed that the time limit for completion of said work is the essence of the Contract, and should the Contractor fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the following schedule shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision. The amount of liquidated damages and estimated cost of supervision is to be determined in each specific task assignment.

The Contractor shall take into account all contingent work which has to be done by other parties, arising from any causes whatsoever, and shall not plead

his want of knowledge of said contingent work as an excuse for delay in his work, or for its performance.

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

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

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

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

laws.

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

**City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031**

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

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

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

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

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated

Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Request for Qualifications (RFQ-015-2023) and all addendum, and all

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

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

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

*[The remainder of the page was left blank intentionally.]*



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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**AE ENGINEERING, INC..**

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

**File Attachments for Item:**

12. City Council Resolution No. 2023-121 - A resolution of the City Council of the City of Lake City, Florida, appointing David Young as the Land Development Regulation Administrator; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2023-121**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING DAVID YOUNG AS THE LAND DEVELOPMENT REGULATION ADMINISTRATOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) has experienced a vacancy in the position of land development regulations administrator; and

**WHEREAS**, the City Council finds a need to reassign the position of land development regulations administrator; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to appoint David Young to serve as the land development regulations administrator effective immediately and until further notice.

**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.** That David Young is appointed to serve as the land development regulations administrator.

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

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**File Attachments for Item:**

13. City Council Resolution No. 2023-122 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Three to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to a septic remediation plan to the Florida Department of Environmental Protection; providing for payment for the professional services at a cost not to exceed \$36,600.00; and providing an effective date.

<b>MEETING DATE</b>
?

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Septic Remediation Plan

**DEPT / OFFICE:** Utilities – Wastewater

<b>Originator:</b> Cody Pridgeon, Wastewater Director		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Paul Dyal	<b>Date</b> 10/5/23
<b>Recommended Action:</b> Accept proposal from Wetland Solutions Inc.		
<b>Summary Explanation &amp; Background:</b>  <p>We were recently notified by FDEP that we have to submit a septic remediation plan by February 1, 2024. This is due to the fact that we discharge within the Santa fe River Basin Management Action Plan area. WSI has submitted a proposal to help with the report. This report will include the following data.</p> <ol style="list-style-type: none"> <li>1. An inventory of all septic systems within the Citys service area.</li> <li>2. An estimate of future growth in new septic systems in the Citys service area</li> <li>3. Inventory of septic systems expected to be eliminated</li> <li>4. Identification of deadlines for planning, design and construction of sewer lines used to eliminate the septic systems</li> <li>5. Estimation of costs</li> <li>6. For septic systems not expected to be eliminated an estimated number that will be required to upgrade their system to enhance nutrient loading with an estimated cost</li> <li>7. Any other cost effective projects necessary to achieve nutrient reductions</li> </ol> <p><b>Total cost \$36,600.</b></p>		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> 410.74.536-030.31		
<b>Financial Impact:</b> \$36,600		
<b>Exhibits Attached:</b> 1) Proposal from WSI		

**CITY COUNCIL RESOLUTION NO. 2023-122**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO A SEPTIC REMEDIATION PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$36,600.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Wetland Solutions, Inc. (hereinafter “Wetland”), as authorized by City Council Resolution No. 2021-180 to provide the City with engineering and consulting services when and as needed when requested by the City, for any of the City Projects; and

**WHEREAS**, the Continuing Contract provides that Wetland 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 Three to its Continuing Contract with Wetland for engineering services related to the submission of a septic remediation plan to the Florida Department of Environmental Protection (hereinafter “FDEP”), pursuant to the terms and conditions of Task Assignment Number Three, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not to exceed thirty-six thousand, six hundred dollars and zero cents (\$36,600.00).

**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 Three with Wetland 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 Three 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 Three 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 Wetland 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 October 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney



**TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE SUBMISSION OF A SEPTIC REMEDIATION PLAN**

THIS TASK ASSIGNMENT NUMBER THREE is made and entered into this \_\_\_\_\_ day of October 2023, 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 WETLAND SOLUTIONS, INC., a Florida corporation (herein referred to as "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional engineering and consulting services as authorized by City Resolution No. 2021-180 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the submission of a septic remediation plan to the Florida Department of Environmental Protection (hereinafter "FDEP"), and the City desires to enter into this Task Assignment Number Three 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 Three.
2. **PROJECT**: The City hereby engages Consultant, and Consultant

agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Scope of Services*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Three.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of thirty-six thousand, six hundred dollars and zero cents (\$36,600.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

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

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

6. **ENTIRE AGREEMENT.** This Task Assignment Number Three, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Three may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.**

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Three 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: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**WETLAND SOLUTIONS, INC.**

By: \_\_\_\_\_  
Christopher H Keller,  
President



SCOPE OF SERVICES

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## Clean Waterways Act Reporting

**PREPARED FOR:** Cody Pridgeon - Wastewater Director, City of Lake City  
Paul Dyal - City Manager, City of Lake City

**DATE:** September 26, 2023

### Purpose

The Clean Waterways Act (Chapter 2020-150, Laws of Florida) included several new water quality protection provisions to be undertaken by local governments that are intended to reduce the impact of nutrient pollution sources on Florida waters by strengthening certain Basin Management Action Plan (BMAP) requirements. One of the new provisions in the Clean Waterways Act, subparagraph 403.067(7)(a)9., Florida Statutes, requires local governments within a BMAP to develop a wastewater treatment facility and/or an onsite sewage treatment and disposal system (OSTDS) remediation plan(s) under certain circumstances. The Florida Department of Environmental Protection (FDEP) is required to adopt updated BMAPs by July 1, 2025, that incorporate these wastewater treatment and OSTDS remediation plans. The City of Lake City owns and operates two wastewater treatment facilities and its service area includes OSTDS that discharge within the Santa Fe River BMAP. Accordingly, the City must submit a draft plan to the FDEP complying with the statute by February 1, 2024, and a final plan by August 1, 2024. The plan(s) must include the following information:

For wastewater treatment facilities:

1. The facility's permitted capacity in average annual gallons per day;
2. The facility's permitted TN and TP effluent limits for the facility;
3. The annual TN and TP loads (showing both flow and concentrations) discharged from the facility over the past five years, estimated if necessary;
4. A capacity analysis for the facility, considering future growth over the next 20 years;
5. A list and ranking of facility construction, expansion, or upgrades necessary to meet applicable nutrient water quality requirements (for example, to meet nutrient effluent limits in BMAPs and TMDLs, section 403.064(17), Florida Statutes, requirements, or other statutory or regulatory requirements), and the estimated costs of these facility improvements; and,
6. A projected timeline of the dates by which the construction of any facility improvements, including new/extended sewer lines, will begin and be completed and the date by which operations of the improved facility will begin.

For OSTDS:

1. An inventory of the OSTDS (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction or service area based on the best information available;
2. An estimate of future growth in new OSTDS over the next 20 years in the local government's jurisdiction or service area (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude);
3. An inventory of OSTDS that are expected to be eliminated over the next 20 years through connection to central sewer lines of a domestic wastewater facility or other distributed wastewater system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude);
4. Identification of deadlines and interim milestones for the planning, design, and construction of new/extended central sewer lines and replacement of OSTDS by connection to the new/extended lines (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude)
5. The estimated costs associated with the projects in 4) above;
6. For OSTDS that are not expected to be eliminated over the next 20 years through connection to central sewer lines, an estimate of the number of these OSTDS that will require upgrading to enhanced nutrient-reducing OSTDS or participating in a distributed wastewater treatment system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction, in order to meet the water quality objectives of the BMAP;
7. The estimated costs associated with upgrading to enhanced nutrient-reducing OSTDS that are identified in 6); and,
8. Any other cost-effective and financially feasible projects necessary to achieve the nutrient load reductions for OSTDS in order to meet the water quality objectives of the BMAP with estimated costs, timelines, and locational information.

Much of the required information for the wastewater facilities is available from recent permit renewal packages and on-going work the City has been conducting to develop BMAP compliance plans required by existing Administrative Orders (AO's). Limited information has been compiled to address the OSTDS requirements. The City has requested that Wetland Solutions, Inc. (WSI) assist with preparation and submittal of the required plans to the FDEP. A detailed scope of services is presented below.

## Scope of Services

WSI intends to provide the required information in the format of an executive summary-style report with attached reference documents, GIS shapefiles, and spreadsheet files. The FDEP is not requesting lengthy, comprehensive reports.

## **Task 1 – Wastewater Plan**

WSI will prepare a draft executive summary report that includes the six (6) items required by the FDEP that indicate how the City will achieve compliance with the Santa Fe River BMAP. Essentially, the requirement is that all reclaimed water achieve a total nitrogen (TN) annual average concentration not to exceed 3 milligrams per liter (mg/L) prior to discharge to the environment. WSI will satisfy the FDEP requirements by providing the following:

1. Permitted Capacity – WSI will summarize the permitted capacities of the St. Margarets and Kicklighter Water Reclamation Facilities and the Disposal Site. Current permits will be attached as supporting information.
2. TN and TP Limits – WSI will summarize the nutrient limits for the St. Margarets and Kicklighter Water Reclamation Facilities and the Disposal Site. The rationale for demonstrating BMAP compliance at the existing wetland (spatial average of surface water concentrations) and future wetlands will be explained. Current permits will be attached as supporting information.
3. TN and TP Loads – WSI will summarize TN and TP loads discharged to the wetland and two sprayfields for the prior 5 years. DMR data and wetland mass balances (already maintained by WSI) will be used for this analysis.
4. Capacity for Next 20 yrs – WSI will summarize and attach the recent Capacity Analysis Reports (CARs) that were submitted with the most recent permit renewal applications. Both CARs cover time periods in excess of the 20-year request.
5. Infrastructure Plan – WSI will summarize the City’s plans to convert the remaining sprayfields to recharge wetlands and to ultimately upgrade the Kicklighter facility to advanced wastewater treatment (AWT). The summary will list individual projects, cost estimates, and priority rankings. Recent reporting efforts by WSI and Mittauer & Associates will be used as supporting information.
6. Compliance Schedule – WSI will prepare a timeline summarizing the implementation schedule for the projects listed in item 5 above.

## **Task 2 – OSTDS Plan**

WSI will prepare a draft executive summary report that includes the eight (8) items required by the FDEP that indicate how the City will achieve compliance with the Santa Fe River BMAP for OSTDS.

1. Current OSTDS Inventory – WSI will prepare a GIS map and list of current OSTDS within the City’s service area. The City will provide the GIS layer identifying the current service area boundary for water and wastewater and billing addresses for all wastewater customers.
2. Future OSTDS Growth – WSI will prepare a GIS map and list of potential future OSTDS installations based on future land use mapping provided by the Suwannee River Water Management District (SRWMD), Columbia County Planning and Zoning Department, North Florida Regional Planning Council, or similar sources. This analysis will cover a 20-yr planning period.

3. OSTDS Elimination – WSI will meet with the City to identify current and planned extensions of the wastewater collection system to determine the location and number of OSTDS that may be eliminated in the next 20 years. This information will be summarized as a GIS figure and list of sites.
4. OSTDS Elimination Schedule – WSI will collaborate with the City to develop a timeline for design and construction of the collection system extensions needed to eliminate the OSTDS identified in Item 3.
5. OSTDS Elimination Cost Estimate – WSI will develop a cost estimate for the projects identified in Items 3 and 4. WSI will use recent septic-to-sewer project costs as a basis for developing unit costs.
6. OSTDS Upgrades – For OSTDS that remain, WSI will estimate the number of OSTDS that will require upgrading to enhanced nutrient-reducing OSTDS or participating in a distributed wastewater treatment system with additional nutrient reduction. This information will be summarized as a GIS figure and list of sites.
7. OSTDS Upgrade Cost Estimate – WSI will prepare costs estimates to upgrade the number of systems identified in Item 6.
8. Other Projects – WSI will meet with the City to identify any other cost-effective and financially feasible projects necessary to achieve the nutrient load reductions for OSTDS in order to meet the water quality objectives of the BMAP. Estimated costs, timelines, and locational information will be provided.

### **Task 3 – FDEP Coordination Meetings**

WSI will coordinate and attend up to four (4) virtual meetings with FDEP staff to confirm that the information being summarized is sufficient to meet the reporting requirements. WSI envisions that two (2) meetings will be held prior to submittal of the draft report (due February 1, 2024), and two (2) between submittal of the draft and submittal of the final report by August 1, 2024.

## **Assumptions**

The task descriptions and proposed budget are based on the following assumptions:

- The City’s GIS department will assist with preparation of the following:
  - Service area boundary for water distribution and wastewater collection,
  - Locations of lift stations and wastewater infrastructure, and
  - Billing addresses/shapefiles for water and wastewater customers.
- The City’s Billing Department will provide billing addresses for customers that receive wastewater service if GIS shapefiles do not exist.
- The City will provide information related to location and platting for known planned developments.

## Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (Exhibit 2) and will be invoiced monthly.

### Exhibit 1. Estimated Labor Costs for Clean Waterways Act Report Preparation

Task	Labor		Expenses					Total
	Hours	Total	Travel	Equipment	Outside Services	Postage	Expenses Total	
Task 1 - Wastewater Plan	46	\$ 6,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900.00
Task 2 - OSTDS Plan	202	\$ 25,600.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 26,100.00
Task 3 - FDEP Coordination	24	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600.00
<b>Total</b>	<b>272</b>	<b>\$ 36,100.00</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500.00</b>	<b>\$ 36,600.00</b>

### Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	145
Project Geologist	140
Project Engineer	130
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

## Schedule

WSI will submit the draft report to the FDEP by the statutorily required deadline of February 1, 2024, and the final report by August 1, 2024.

## Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City of Lake City. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

City of Lake City

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

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

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

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

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

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



**File Attachments for Item:**

16. Informational Purposes Only - City Attorney, Robinson, Kennon and Kendron, P.A. invoices for August 2 and 3, and September 2023. Folds Walker, LLC invoice for September 2023

**Robinson, Kennon and Kendron, P. A.**

582 West Duval Street  
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-001  
Inv #: 7517

**RE:** City of Lake City - General Legal Services

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Aug-02-23	Telephone conference with Mrs. Sikes regarding the Preliminary Fire Assessment Resolution and issues regarding an alternate rate table. Sent email to Finanace requesting additional information regarding the alternate rate table request.	0.50	35.00	ALJ
Aug-03-23	Worked on Resolution 2023-087, related to the Preliminary Fire Assessment. Updated, formatted, and disseminated the same to appropriate individuals.	2.75	192.50	ALJ
Sep-01-23	Finalize correspondence to Chief Butler regarding First Amendment issues. Reviewed and finalized Resolutions 2023-101 and 2023-102 related to budget. Telephone conference with Audrey regarding Agenda items and reviewed Roberts Rules of Order regarding motions to amend/revoke.	1.70	289.00	TJK
	Worked on correspondence to Chief Butler regarding Bonnie Coffey Cannone issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Worked on draft correspondence to North Lauderdale Associates regarding Assignment issue. Updated, formatted, and forwarded to Danielle for review and comment.	0.20	14.00	ALJ

	Worked on correspondence to Paul Dyal regarding the shopping cart ordinance. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on correspondence to Dee Johnson regarding Annie Mattox Cameras issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.10	7.00	ALJ
	Worked on correspondence to Danielle Adams regarding Park Regulation Ordinance. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Worked on Resolution 2023-101 related to the millage rate for FY 2023-2024. Worked on Resolution 2023-102 related to the budget for FY 2023-2024. Updated, formatted, and disseminated the same to appropriate individuals.	2.20	154.00	ALJ
Sep-04-23	Conference with Audrey Sikes regarding Agenda items and renewal of emergency resolution.	0.10	17.00	TJK
Sep-05-23	Attended Council meeting. Telephone conference with Chief Butler regarding Police Advisory Board. Reviewed Bill of Rights. Telephone conference with Audrey Sikes regarding agenda items. Telephone conference with Danielle regarding lease issues and reviewed opinions and procurement statutes. Telephone conference with Ricky Jernigan.	4.80	816.00	TJK
	Received revision request for Resolution 2023-101 related to the millage rate for FY 2023-2024. Made revisions, updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Worked on motion to amend the agenda. Forwarded the same to Danielle for review prior to Council meeting.	0.10	7.00	ALJ
	Worked on Resolution 2023-103 extending the State of Emergency. Updated, formatted, and disseminated the same to appropriate individuals.	0.40	28.00	ALJ
	Worked on motion to amend Agenda.	0.10	7.00	ALJ

	Updated, formatted, and disseminated the same to appropriate individuals.			
Sep-06-23	Reviewed agenda and attended Agenda Preparation meeting. Telephone conference with Audrey regarding agenda items. Reviewed and revised draft of Resolution 2023-107 related to the Fire Assessment. Reviewed and revised Resolution 2023-102 related to the budget.	2.00	340.00	TJK
	Received and reviewed draft agenda for Agenda Preparation Meeting. Updated and forwarded the same to Danielle and Todd for further review.	0.70	49.00	ALJ
	Worked on Resolution 2023-102 related to the budget for FY 2023-2024. Updated, formatted, and disseminated the same to appropriate individuals.	0.70	49.00	ALJ
	Worked on Resolution 2023-107 related to the annual fire assessment for FY 2023-2024. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Received email with Chapter 102 revisions and schedule of fees. Forwarded the same to Danielle for review.	0.10	7.00	ALJ
	Attended Agenda Preparation Meeting.	1.00	70.00	ALJ
Sep-07-23	Telephone conference with Audrey Sikes regarding Warren complaint issues/investigation. Reviewed documentation and notes regarding rescinding Resolution 2023-069 and dictated draft of Resolution 2023-104 rescinding Resolution 2023-069. Dictated email to Joel regarding legal advertisements. Reviewed emails from Gateway regarding FRDAP grant. Revised Resolution 2023-104. Reviewed email from Dee regarding Gateway Grant Writing. Telephone conference with Sandra Williams regarding gun shot detection service on private property. Reviewed past and proposed Interagency Agreement between LCPD and DOC. Dictated draft Resoluituion 2023-109. Dictated email to Chief Butler with 119 language for Memorandum of Agreement.	3.60	612.00	TJK

Sep-08-23	Reviewed email from Mr. Johnson regarding shopping cart businesses. Revised draft of Board Application. Reviewed emails and information concerning Gateway Grant. Telephone conference with Audrey, Joel Foreman and Mr. Dyal regarding Interlocal with County on Emergency Management. Reviewed proposed Interlocal Agreement with County regarding emergency management. Reviewed Florida Statute and finalized Resolution 2023-104. Reviewed decorum Ordinances.	3.40	578.00	TJK
	Telephone conference with Robert Angelo regarding upcoming P&Z Meeting and potential issues for discussion. Reviewed P&Z Resolutions in preparation of upcoming meeting.	0.80	136.00	TJK
	Worked on correspondence to Chief Butler regarding MOA and 119 language. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Received HPA and BOA meeting information. Forwarded the same to Danielle for review prior to meeting.	0.20	14.00	ALJ
	Worked on correspondence to Dee Johnson related to North Lauderdale Assignment. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on Resolution 2023-104 rescinding 2023-069 related to the Annie Mattox Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Sep-11-23	Telephone conference with Danielle Adams regarding P&Z Meeting and potential issues. Telephone conference with Robert Angelo regarding P&Z Meeting and conference with Danielle and Todd. Reviewed revised combined communication agreement and forwarded to Chief Butler. Telephone conference with Audrey regarding agenda and interlocal agreement with the County. Telephone conference with Joel Foreman regarding interlocal with the County.	4.10	697.00	TJK

	Reviewed final draft and revisions to Interlocal with County on e/r management. Attended Special meeting concerning budget. Reviewed corresponding documentation and Report to Council. Dictated draft of Resolution 2023-110 with Advantage Contracting Group, Inc.			
Sep-12-23	Attended meeting on application for organizations for funding. Drafted resolution adopted on voice vote regarding Interlocal with Columbia County and Emergency Management Reimbursement. Telephone conference with Lydick and Angelo regarding P&Z hearing. Office consultation with Danielle to prepare for P&Z hearing.	2.10	357.00	TJK
	Worked on correspondence to North Lauderdale regarding the Assignment. Updated, formatted, and disseminated the same to appropriate individuals.	0.10	7.00	ALJ
	Worked on Resolution 2023-111 related to the interlocal agreement with the County and Town of Fort White. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Sep-13-23	Reviewed proposed decorum language concerning Ordinance 2021-2178 drafted by Danielle. Reviewed notices regarding Ordinance notifications for Twenty Eight Fourteen; Real Terrace and Winsberg.	0.40	68.00	TJK
Sep-14-23	Reviewed and finalized Resolution 2023-110 related to Advantage Contracting Group. Conference with Joel, Kyle Keen, and Jeff Hampton regarding FFlorida Pace Loans and potential litigation. Reviewed and revised Ordinance related to re-write of Section 102 of the Code and reviewed revisions to Section 102. Reviewed Statutory citations. Telephone conference with Audrey Sikes regarding agenda items.	3.10	527.00	TJK
	Worked on Ordinance 2023-2257 amending Chapter 102 of the City Code. Updated, formatted, and disseminated the same to appropriate individuals.	4.20	294.00	ALJ

	Worked on Resolution 2023-105 related to the FRDAP Grant Application. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on Resolution 2023-111 related to the change order for Memorial Stadium. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on Ordinance 2023-2257 amending Section 102 of the City Code. Updated, formatted, and disseminated the same to appropriate individuals.	4.85	339.50	ALJ
Sep-15-23	Telephone conference with Audrey Sikes and Danielle regarding Agenda items for upcoming meetings. Reviewed draft of Ordinance 2023-2264 and Florida Statute 166.041. Dictated email to Danielle contact council regarding waiver of raise issue. Reviewed municode as to salaries.	2.50	425.00	TJK
	Worked on correspondence to Dee Johnson regarding the shopping cart ordinance. Updated, formatted, and disseminated the same to appropriate individuals.	0.10	7.00	ALJ
Sep-18-23	Reviewed Florida Statute 286.0114 related to public participation. Reviewed Agenda and supporting documents. Telephone conference with Robert Angelo related to Windsberg Ordinances. Attended monthly council meeting. Telephone conference with Danielle regarding decorum ordinance and Business Impact Ordinance requirements.	3.10	527.00	TJK
	Research re the sale or lease of surplus real property	1.20	204.00	KGV
	Worked on correspondence to Chase Moses regarding appraisals. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
Sep-19-23	Worked on correspondence to Danielle regarding Business Impact Estimates Ordinance. Updated, formatted, and disseminated the same.	0.10	7.00	ALJ

	Worked on Ordinance 2023-2264 related to Business Impact Estimates. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	35.00	ALJ
	Coordinated rescheduling Agenda Preparation Meeting with City administration.	0.10	7.00	ALJ
Sep-20-23	Telephone conference with Audrey regarding Dyal and special meeting. Worked on application for funding. Reviewed emails regarding resolutions as to Dyal's resignation and appointment of Interim Manager. Reviewed Manager qualifications. Dictated draft letter to Council regarding designation of Mariah Smith Street. Researched statutes as to street and designations.	2.30	391.00	TJK
	Received email request with Report to Council for Final Pay Request. Forwarded the same to the attorney for review.	0.10	7.00	ALJ
Sep-21-23	Telephone conference with Christopher Lydick. Telephone conference with Robert Angelo and Danielle Adams regarding P&Z issues on notice for Historic District.	0.60	102.00	TJK
	Revised and finalized correspondence to Mr. Dyal regarding Mariah R. Smith Street designation.	0.20	34.00	TJK
Sep-22-23	Received draft agenda for Agenda Preparation Meeting. Updated and forwarded the same to Todd and Danielle for review prior to meeting.	0.30	21.00	ALJ
Sep-25-23	Reviewed agenda for Agenda Preparation Meeting and reviewed qualifications for City Manager. Reviewed agenda for meeting on 9/26/23. Reviewed Report to Council for LCPD related to the Grant spending. Attended Agenda Preparation Meeting. Reviewed subpoena for Thomas Henry employment file and telephone conference with Danielle regarding the subpoena. Telephone conference with attorney Tomshinsky regarding Thomas Henry subpoena. Dictated draft of City Raise Options. Dictated draft Resolution 2023-115 regarding LCPD grant funding.	3.20	544.00	TJK
	Received email request with Report to Council for acceptance of Grant for LCPD. Reviewed	0.30	21.00	ALJ



	documentation and requested award letter from Mrs. Tuell.			
	Worked on Resolution 2023-114 related to the Agreement with NCFRPC. Updated, formatted, and disseminated the same to appropriate individuals.	1.40	98.00	ALJ
	Attended Agenda Preparation Meeting.	2.00	140.00	ALJ
Sep-26-23	Reviewed and revised Resolution 2023-115 regarding LCPD grant funding. Telephone conference with Joel Foreman regarding Interlocal on communications and land swap at Southside Parks, and advertising issues. Attended Special meeting.	2.10	357.00	TJK
	Worked on Resolution 2023-115 accepting the Edward Byrne Justice Assistance Grant. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Sep-27-23	Telephone conference with Sabina Tomshinsky regarding Thomas Henry subpoena. Telephone conference with Nikkie Starling regarding subpoena. Telephone conference with Audrey Sikes regarding upcoming agenda items related to Manager issues.	0.80	136.00	TJK
	Received documents relating to LIBOR Bases Instrument Settlement. Reviewed and forwarded the same to the attorney for review. Sent email to City administration requesting they review financial information to assist with filing a claim if necessary.	0.20	14.00	ALJ
Sep-28-23	Reviewed correspondence regarding P&Z appointment of Chris Lydick. Dictated draft resolution 2023-117 reappointing Lydick to P&Z Boards.	0.80	136.00	TJK
	Sent email to Danielle with executed copy of Mr. Dyal's employment contract.	0.10	7.00	ALJ
Sep-29-23	Telephone conference with Audrey Sikes regarding Dyal Agenda items. Telephone conference with Danielle regarding Dyal issues. Reviewed Dyal's Employment Agreement.	0.50	85.00	TJK

Finalized review of Resolution 2023-117 related to the reappointment of Christopher Lydick to P&Z Boards.	0.20	34.00	TJK
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Totals	74.90	\$9,603.00	
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**DISBURSEMENTS**

Sep-01-23	Photocopies 78 @ 0.20	15.60	
Sep-05-23	Photocopies 182 @ 0.20	36.40	
	Photocopies 111 @ 0.20	22.20	
Sep-08-23	Photocopies 156 @ 0.20	31.20	
Sep-21-23	Photocopies 9 @ 0.20	1.80	
	Photocopies 12 @ 0.20	2.40	
Sep-25-23	Photocopies 69 @ 0.20	13.80	
Sep-28-23	Postage Expense	0.66	
	Postage Expense	0.66	
Sep-29-23	Photocopies 67 @ 0.20	13.40	
	Photocopies 225 @ 0.20	45.00	
Totals		\$183.12	

<b>Total Fee &amp; Disbursements</b>	<b>\$9,786.12</b>
Previous Balance	10,991.00
Previous Payments	10,991.00
<b>Balance Now Due</b>	<b>\$9,786.12</b>

TAX ID Number 20-2029910

**PAYMENT DETAILS**

Sep-26-23	For Services Rendered	10,991.00
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<b>Total Payments</b>	<i>Thank you!</i>	<b>\$10,991.00</b>
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***Robinson, Kennon and Kendron, P. A.***  
582 West Duval Street  
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-004

Inv #: 7518

**RE:** City of Lake City - Rosa Scott - Parcel #R11480-000

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Aug-02-23	Worked on coordinating telephone conference with Mrs. Adams and Mr. Kennon to discuss the status of the Claim.	0.05	3.50	ALJ
	Totals	0.05	\$3.50	
	<b>Total Fee &amp; Disbursements</b>			<b>\$3.50</b>
	<b>Balance Now Due</b>			<b>\$3.50</b>

TAX ID Number 20-2029910

**Robinson, Kennon and Kendron, P. A.**  
582 West Duval Street  
Lake City, FL 32055 USA

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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-008

Inv #: 7519

**RE:** Herbert Dingle v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Sep-18-23	Reviewed email from Mrs. Manini regarding Herbert Dingle matter.	0.10	17.00	TJK
	Totals	0.10	\$17.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$17.00</b>
	Previous Balance			48.00
	Previous Payments			48.00
	<b>Balance Now Due</b>			<b>\$17.00</b>

TAX ID Number 20-2029910

**PAYMENT DETAILS**

Jun-26-23	For Services Rendered			48.00
	<b>Total Payments</b>			<b>\$48.00</b>

*Thank you!*

**Robinson, Kennon and Kendron, P. A.**

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Lake City, FL 32055 USA

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Fax:(386) 755-1336

City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-012

Inv #: 7520

**RE:** City of Lake City v. Rosa Scott - Eminent Domain

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Sep-18-23	Telephone conference with Danielle regarding waivers and consents from heirs. Forwarded demand letter to heir of Rosa Scott. Ran People Search on Deidra Rossin/Davis. Reviewed People Search and telephone conference with Deidra Rossin. Organized real property documents and dictated email to Deidra Rossin.	1.30	221.00	TJK
Sep-19-23	Worked on correspondence to Deidra Rossin regarding eminent domain action. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Totals	2.30	\$291.00	

**DISBURSEMENTS**

Sep-18-23	Postage Expense		8.56	
	Totals		\$8.56	

<b>Total Fee &amp; Disbursements</b>	<b>\$299.56</b>
Previous Balance	1,104.00
Previous Payments	1,104.00

**Balance Now Due**

**\$299.56**

TAX ID Number 20-2029910

**PAYMENT DETAILS**

Aug-28-23 For Services Rendered 1,104.00

**Total Payments** *Thank you!* **\$1,104.00**

*Robinson, Kennon and Kendron, P. A.*  
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Fax:(386) 755-1336

City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-016

Inv #: 7521

**RE:** SheKena Harris v. COLC

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Jul-17-23	Reviewed correspondence from Morgan and Morgan regarding a Notice of Claim and preservation of evidence.	0.20	38.00	TJK
	Totals	0.20	\$38.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$38.00</b>
	<b>Balance Now Due</b>			<b>\$38.00</b>

TAX ID Number 20-2029910

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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-017

Inv #: 7522

**RE:** Mathew Richardson v. COLC

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Jul-27-23	Reviewed complaint and correspondence related to Matthew Richardson and dictated email to Ms. Sikes related to the same.	0.30	57.00	TJK
Jul-28-23	Worked on correspondence to Audrey Sikes regarding Matthew Richardson Complaint. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Totals	0.50	\$71.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$71.00</b>
	<b>Balance Now Due</b>			<b>\$71.00</b>

TAX ID Number 20-2029910



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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-018  
Inv #: 7523

**RE:** Destini Allen v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-19-23	Reviewed claim filed by Farah & Farah regarding Destini Allen. Dictated email to Ms. Sikes for distribution to Florida League of Cities.	0.20	38.00	TJK
Jul-25-23	Worked on correspondence to Audrey Sikes regarding the claim received. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Totals	0.40	\$52.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$52.00</b>
	<b>Balance Now Due</b>			<b>\$52.00</b>

TAX ID Number 20-2029910

**Robinson, Kennon and Kendron, P. A.**

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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

File #: 00801-019  
Inv #: 7524

**Attention:**

**RE:** City of Lake City - Fire

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jul-03-23	Received email request for resolution related to State Fire Marshal Grant Acceptance. Researched files for documentation related to the same. Sent email to Client requesting additional documentation for the preparation of a resolution.	0.50	85.00	TJK
Jul-11-23	Worked on Resolution 2023-077 related to the State Fire Marshal Grant Acceptance. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Jul-12-23	Forwarded supporting documentation to Audrey Sikes related to the Fire Marshal Grant Acceptance.	0.10	7.00	ALJ
	Totals	1.60	\$162.00	
	<b>Total Fee &amp; Disbursements</b>			<b>\$162.00</b>
	<b>Balance Now Due</b>			<b>\$162.00</b>

TAX ID Number 20-2029910

***Robinson, Kennon and Kendron, P. A.***

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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-020  
Inv #: 7525

**RE:** City of Lake City - Ruby Tuesday - Bankruptcy

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Jul-11-23	Worked on correspondence to Audrey Sikes regarding Ruby Tuesday payment. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Jul-28-23	Worked on correspondence to Audrey Sikes regarding the Ruby Tuesday Bankruptcy payment. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Totals	0.40	<u>28.00</u>	
	<b>Total Fee &amp; Disbursements</b>			<u>\$28.00</u>
	<b>Balance Now Due</b>			<u>\$28.00</u>

TAX ID Number 20-2029910

***Robinson, Kennon and Kendron, P. A.***

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City of Lake City  
205 N. Marion Avenue  
Lake City, FL  
USA

October 12, 2023

**Attention:**

File #: 00801-021  
Inv #: 7526

**RE:** City of Lake City v. Livingston - Eminent Domain

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Aug-02-23	Worked on coordinating telephone conference with Mrs. Adams and Mr. Kennon to discuss the status of the Claim.	0.05	3.50	ALJ
	Totals	0.05	\$3.50	
	<b>Total Fee &amp; Disbursements</b>			<b>\$3.50</b>
	Previous Balance			287.00
	Previous Payments			287.00
	<b>Balance Now Due</b>			<b>\$3.50</b>

TAX ID Number 20-2029910

**PAYMENT DETAILS**

Aug-28-23	For Services Rendered		287.00
	<b>Total Payments</b>		<b>\$287.00</b>

*Thank you!*

***Robinson, Kennon and Kendron, P. A.***

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Lake City, FL 32055 USA

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Fax:(386) 755-1336

City of Lake City - Airport  
205 N. Marion Avenue  
Lake City, FL  
32055 USA

October 12, 2023

**Attention:**

File #: 01579-001

Inv #: 7527

**RE:** City of Lake City - Airport

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>	<b>AMOUNT</b>	<b>LAWYER</b>
Sep-06-23	Reviewed supporting documents regarding Resolution 2023-108 regarding PTGA with FDOT. Dictated draft Resolution 2023-108. Dictated instructions regarding review of 23-54 related to potential funding.	1.10	187.00	TJK
	Reviewed supporting documents to Resolution 2023-106 related to the PTGA Agreement for obstacle removal and dictated draft of Resolution. Dictated email to Mrs. Sikes regarding the Report to Council. Reviewed and fubakuzed Resikytuib 2023-106. Telephone conference with Danielle.	1.20	204.00	TJK
Sep-08-23	Reviewed Resolution 2023-054 related to FDOT grant to Lake City Airport. Reviewed and finalized Resolution 2023-108 regarding Amendment to FDOT Grant.	0.30	51.00	TJK
	Worked on Resolution 2023-106 related to amending the PTGA Agreement. Worked on related correspondence. updated, formatted, and disseminated the same to appropriate individuals.	1.60	112.00	ALJ
	Worked on Resolution 2023-108 related to the amendment to FDOT Grant Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	1.50	105.00	ALJ

Sep-18-23	Dictated draft letter to Hilary Maull at the FAA and organized exhibits to correspondence.	0.70	119.00	TJK
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Totals	6.40	\$778.00		
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<b>Total Fee &amp; Disbursements</b>				<b>\$778.00</b>
Previous Balance				504.00
Previous Payments				504.00

<b>Balance Now Due</b>				<b>\$778.00</b>
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TAX ID Number 20-2029910

**PAYMENT DETAILS**

Sep-26-23	For Services Rendered			504.00
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<b>Total Payments</b>				<b>\$504.00</b>
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*Thank you!*

## Folds Walker, LLC

527 E University Ave  
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kim@foldswalker.com  
www.foldswalker.com  
O: 352-372-1282

## INVOICE

Number	2003
Issue Date	10/3/2023
Matter	668900 - GENERAL REPRESENTATION
Email	taylora@lcfla.com

### Bill To:

CITY OF LAKE CITY

 Pay Now

### Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
9/1/2023 Telephone conference with ALJ regarding public records requests	Danielle C. Adams	\$170.00	0.30	\$51.00
9/1/2023 Review letter from TJK regarding park ordinance; review and approve of revisions to Park Ordinance	Danielle C. Adams	\$170.00	0.30	\$51.00
9/4/2023 Review correspondence from TJK regarding Park Ordinance; review TJK's revisions to Park Ordinance; respond to ALJ regarding the same	Danielle C. Adams	\$170.00	0.30	\$51.00
9/4/2023 Review HB 657 regarding cameras in school zones; review email correspondence from TJK regarding same	Danielle C. Adams	\$170.00	0.70	\$119.00
9/5/2023 Telephone conference with TJK regarding procurement	Danielle C. Adams	\$170.00	0.40	\$68.00
9/5/2023 Telephone conference with TJK regarding wording of motions; review language for motions	Danielle C. Adams	\$170.00	0.30	\$51.00
9/6/2023 Telephone conference with Councilman Jernigan regarding decorum at meetings	Danielle C. Adams	\$170.00	0.30	\$51.00
9/6/2023 Review draft agenda; attend agenda prep meeting	Danielle C. Adams	\$170.00	1.30	\$221.00
9/6/2023 Telephone conference with ALJ regarding concerns from Councilmembers	Danielle C. Adams	\$170.00	0.20	\$34.00
9/8/2023 Review email from Audrey regarding FDRAP grant	Danielle C. Adams	\$170.00	0.10	\$17.00

Time Entries	Billed By	Rate	Hours	Subtotal
9/8/2023 Review interlocal agreement from county; provide proposed edits to TJK with reasoning for same	Danielle C. Adams	\$170.00	0.80	\$136.00
9/8/2023 Review and respond to email correspondence from Councilman Sampson regarding decorum at meetings; request decorum policy from Audrey; review policies of other cities and statutes governing the same	Danielle C. Adams	\$170.00	1.00	\$170.00
9/10/2023 Review email regarding Shannon Williams price to City per grant written	Danielle C. Adams	\$170.00	0.10	\$17.00
9/10/2023 Review Memorandum of Agreement between Department of Corrections and Police Department; provide feedback to ALJ	Danielle C. Adams	\$170.00	0.30	\$51.00
9/10/2023 Review email forwarded by Audrey Sikes, originally from Sylvester Warren calling for termination of city clerk and city attorney	Danielle C. Adams	\$170.00	0.20	\$34.00
9/11/2023 Draft Ordinance Implementing Requirement for Business Impact Estimate	Danielle C. Adams	\$170.00	0.80	\$136.00
9/11/2023 Telephone conference with TJK regarding P&Z Meeting Agenda items	Danielle C. Adams	\$170.00	0.40	\$68.00
9/12/2023 Office conference with TJK regarding decorum, public comment after motions, and various items on the P&Z Agenda	Danielle C. Adams	\$170.00	2.00	\$340.00
9/12/2023 Prepare for and attend P&Z, BOA, and Historic Board meetings	Danielle C. Adams	\$170.00	1.60	\$272.00
9/13/2023 Draft revisions to the Decorum section of the code	Danielle C. Adams	\$170.00	0.30	\$51.00
9/13/2023 Review letters from Sylvester Warren to Florida Commission on Ethics regarding Stephen Witt, Todd Sampson, Audrey Sikes, and Rickey Jernigan; telephone conference with KNB regarding the same	Danielle C. Adams	\$170.00	1.30	\$221.00
9/15/2023 Telephone conference with Audrey Sikes regarding council raises, street designation, and complaint; telephone conference with TJK regarding the same	Danielle C. Adams	\$170.00	0.80	\$136.00
9/18/2023 Draft Ordinance adopting decorum policy updates	Danielle C. Adams	\$170.00	0.60	\$102.00
9/18/2023 Telephone conference with ALJ regarding economic impact statements	Danielle C. Adams	\$170.00	0.30	\$51.00
9/18/2023 Telephone conference with TJK regarding amending code to specify time on public comment following a motion	Danielle C. Adams	\$170.00	0.30	\$51.00
9/18/2023 Email correspondence with City regarding implementation of business economic impact statements training	Danielle C. Adams	\$170.00	0.10	\$17.00
9/18/2023 Revise ordinance on decorum to include update to 2-43 of the City Code by providing clarity on the time for public comment following a motion	Danielle C. Adams	\$170.00	0.40	\$68.00
9/19/2023 Telephone conference with TJK regarding public comment and town hall proposal	Danielle C. Adams	\$170.00	0.30	\$51.00



Time Entries	Billed By	Rate	Hours	Subtotal
9/19/2023 Telephone conference with TJK regarding employment agreement provisions	Danielle C. Adams	\$170.00	0.20	\$34.00
9/19/2023 Telephone conference with TJK regarding public comment after motions	Danielle C. Adams	\$170.00	0.40	\$68.00
9/19/2023 Telephone conference with TJK regarding COA 23-31	Danielle C. Adams	\$170.00	0.20	\$34.00
9/19/2023 Telephone call with DCA and research regarding FEMA impacts on contracts	Kiersten N. Ballou	\$170.00	0.50	\$85.00
9/20/2023 Review resignation letter from Paul Dyal; review email correspondence from Audrey regarding resolutions to accept resignation and appoint interim city manager; revise title of resolution accepting resignation; review resolution appointing Paul Dyal as City Manager; draft aforementioned resolutions	Danielle C. Adams	\$170.00	1.20	\$204.00
9/20/2023 Review Paul Dyal's employment contract; telephone conference with TJK regarding severance provision	Danielle C. Adams	\$170.00	0.50	\$85.00
9/20/2023 Telephone conference with ALJ regarding Paul Dyal resignation and resolutions	Danielle C. Adams	\$170.00	0.30	\$51.00
9/22/2023 Telephone conference with Audrey Sikes regarding public records compliance	Danielle C. Adams	\$170.00	0.20	\$34.00
9/25/2023 Telephone conference with TJK regarding subpoenas	Danielle C. Adams	\$170.00	0.20	\$34.00
9/25/2023 Prepare for and attend agenda prep meeting	Danielle C. Adams	\$170.00	2.00	\$340.00
9/26/2023 Telephone conference with ALJ regarding Business Impact Estimates	Danielle C. Adams	\$170.00	0.30	\$51.00
9/26/2023 Review Letter from Farah and Farah regarding Kailay Simmons; review letter from Morgan and Morgan regarding James Gibson	Danielle C. Adams	\$170.00	0.40	\$68.00
9/27/2023 Review and respond to email from Robert regarding telephone conference for quasi judicial hearing	Danielle C. Adams	\$170.00	0.10	\$17.00
9/27/2023 Review and respond to email from Marshall Rainey regarding David DePew no longer being City's expert at Circle K hearing	Danielle C. Adams	\$170.00	0.30	\$51.00
9/27/2023 Telephone conference with Audrey Sikes street renaming policy and procurement policy	Danielle C. Adams	\$170.00	0.40	\$68.00
9/27/2023 Review City Code regarding street signs; research other cities with similar policies; draft honorary street name policy; telephone conference with TJK regarding same and provisions contained therein	Danielle C. Adams	\$170.00	1.00	\$170.00
9/29/2023 Zoom conference with TJK regarding Paul's contract and resignation	Danielle C. Adams	\$170.00	0.40	\$68.00
		<b>Time Entries Total</b>	<b>24.40</b>	<b>\$4,148.00</b>

Total (USD)	\$4,148.00
Paid	\$0.00
Balance	\$4,148.00
Total Outstanding	\$4,148.00

### Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

### Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	23.90	\$4,063.00
Kiersten N. Ballou	\$170.00	0.50	\$85.00

### Trust Account Balance

Date	Item	Amount	Balance
10/12/2023	Current Balance		\$0.00

 Pay Now

## Folds Walker, LLC

527 E University Ave  
Gainesville, FL 32601  
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kim@foldswalker.com  
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O: 352-372-1282

## INVOICE

Number	2005
Issue Date	10/3/2023
Matter	668904 - v. Livingston and Moore (Eminent Domain)
Email	taylor@lcfia.com

### Bill To:

CITY OF LAKE CITY

 Pay Now

### Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
9/18/2023 Telephone conference with TJK regarding contact with the heirs and updating appraisal	Danielle C. Adams	\$190.00	0.10	\$19.00
9/25/2023 Telephone conference with Joel Settembrini regarding appraisals updating and amending petition	Danielle C. Adams	\$300.00	0.20	\$60.00
		<b>Time Entries Total</b>	<b>0.30</b>	<b>\$79.00</b>

Total (USD)	\$79.00
Paid	\$0.00
Balance	\$79.00
Total Outstanding	\$79.00

### Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

## Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$263.33	0.30	\$79.00

## Trust Account Balance

Date	Item	Amount	Balance
10/12/2023	Current Balance		\$0.00

 Pay Now

## Folds Walker, LLC

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 kim@foldswalker.com  
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 O: 352-372-1282

## INVOICE

Number	2006
Issue Date	10/3/2023
Matter	668905 - v. Estate of Rosa Scott
Email	taylora@lcfia.com

### Bill To:

CITY OF LAKE CITY

 Pay Now

### Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
9/18/2023 Telephone conference with TJK regarding contact with the heirs and updating appraisal	Danielle C. Adams	\$190.00	0.10	\$19.00
9/18/2023 Review letter from TJK to Chase regarding request to update appraisals	Danielle C. Adams	\$300.00	0.10	\$30.00
		<b>Time Entries Total</b>	<b>0.20</b>	<b>\$49.00</b>

Total (USD)	\$49.00
Paid	\$0.00
Balance	\$49.00
Total Outstanding	\$49.00

### Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

### Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$245.00	0.20	\$49.00

## Trust Account Balance

Date	Item	Amount	Balance
10/12/2023	Current Balance		\$0.00

 Pay Now