
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

April 19, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

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

CMT instructions are located at the end of this Agenda.

Pledge of Allegiance

Invocation - Council Member Todd Sampson

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.

Roll Call

Proclamations - None

Minutes - None

Approval of Agenda

Approval of Consent Agenda - None

Presentations - None

Persons Wishing to Address Council

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

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

Old Business

Other Items

1. Olustee Park Update and Possible Action (Joseph Helfenberger)

New Business

Ordinances

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

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

3. City Council Ordinance No. 2021-2180 - (first reading) - An ordinance of the City of Lake City, Florida amending the City Code to add a new section number 86-110.16 to Article III, Chapter 86, which provides for the permanent closing of all of that portion of NW Ridge Street lying in block 122 of the northern division of the City; finding that the street was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City code; and providing an effective date.

Adopt City Council Ordinance No. 2021-2180 (first reading)

Resolutions

4. City Council Resolution No. 2021-048 - A resolution of the City Council of the City of Lake City, Florida, approving and authorizing an annexation agreement with Price Creek, LLC; and providing an effective date.
5. City Council Resolution No. 2021-058 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Tindale-Oliver & Associates, Inc., for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022, at a cost not-to-exceed \$26,686.00; and establishing an effective date.

- [6.](#) City Council Resolution No. 2021-060 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.
- [7.](#) City Council Resolution No. 2021-061 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Six to the continuing contract with Jones Edmunds & Associates, Inc., for professional consulting services and assistance with developing a comprehensive Utility Master Plan; authorizing payment for the consulting services at a not to exceed cost of \$498,430.00.
- [8.](#) City Council Resolution No. 2021-062 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Agreement with the Florida Department of Corrections for the purpose of establishing and maintaining support during an actual or anticipated emergency or escape at the Department's Columbia Correctional Institution or Lake City Work Release Center.
- [9.](#) City Council Resolution No. 2021-063 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide backup law enforcement services as needed.

Departmental Administration

- [10.](#) Discussion and Possible Action - Growth Management Director Dave Young is requesting to change the Building Inspector Apprentice position to Administrative Assistant.

Other Items

11. Discussion and Possible Action- Schedule workshop that was requested on February 1, 2021. (Todd Sampson)

Background: The motion from the February 1, 2021 City Council Meeting was as follows: Mr. Jefferson made a motion to develop an Advisory Committee and to conduct a workshop. Mr. Sampson seconded the motion. A roll call vote was taken and the motion passed. Votes: Jefferson-Aye, Sampson-Aye, Hill-Aye, Greene-Aye, Witt-Nay

Comments by Council Members

Adjournment

Zoom CMT Information

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

Members of the public may attend the meetings **online** at:

<https://us02web.zoom.us/j/85143910809> or

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

Meeting ID: 851 4391 0809#

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

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

Meeting ID: 851 4391 0809#

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

Public Participation

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

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

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

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

Contingency Information

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

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

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

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

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

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

File Attachments for Item:

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

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

CITY COUNCIL ORDINANCE NO. 2020-2174

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

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

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

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

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

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

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

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

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

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

(1) The proposed connection is for an existing, in place utility system having more than 20 online customers, or customers whose aggregate use exceeds 20 ERUs; or

(2) The value of the facilities to be connected to the city system is equal to or exceeds the value of the applicable impact fee or fees which would otherwise be charged if this subsection were not applied; or

(3) The proposed connection is consistent with prevailing regional utility plans, as set out in the city utility master plans or the 201 facilities plan; or

(4) The proposed connection(s) is for affordable housing that complies with the following requirements:

(i) Such development shall consist of thirty (30) percent affordable housing units for families or individuals and only the individual dwelling units deemed as affordable housing shall have impact fees waived.

As a condition of full or partial impact fee waiver, the developer shall enter into a written agreement with the City, guaranteeing the affordable dwelling units within the development shall remain affordable for a period of ten (10) years upon the date of the Certificate of Occupancy issuance.

Example: 100 dwelling unit apartment complex with 30 percent of dwelling units deemed affordable housing, only 30 dwelling units shall have the impact fees waived.

(ii) If the project is providing affordable rental housing, then such development shall have secured its necessary low-income housing tax credits from Florida Housing Finance Corporation and shall submit proof of such to the city council in connection with the request for waiver; and

(iii) If the project is providing affordable home ownership, then, prior to the issuance of building permits, the applicant shall provide the city with a covenant and deed restrictions, in forms acceptable to the city attorney, which assure that such units remain

affordable for a period of at least ten (10) years and that the home owner(s) are responsible for submitting proof of such to the city manager, or a designee, on an annual basis, and the required covenants shall include enforcement and penalty language to address non-compliance.

(iv) As used in this section, *affordable housing*, shall have the same meaning as set forth in Florida Statute § 420.0004(3) or any successor statute and means the monthly rents or monthly mortgage payments including taxes, insurance and utilities do not exceed thirty (30) percent of that amount which represents the percentage of the median adjusted gross annual income for the households with extremely low, low, moderate or very low income as defined in subsections (9), (11), (12), and (17) respectively of Florida Statute § 420.0004 (2020).

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

(c) In the event that, at any time during the next ten (10) years following the initial closing for a residential home or the issuance of the certificate of occupancy for a multiple family dwelling development, a residential home is sold or the development becomes unoccupied and then rented to a person who is not a qualified affordable housing candidate or if the home or dwelling unit becomes non-owner or renter-occupied, then a sum equivalent to the waived impact fees is, contemporaneously with the occurrence of such event, due to be paid over to the city by the property owner. The developer at closing or prior to the issuance of the certificate of occupancy shall place a notice approved by the city on the title and cause same to be recorded in the Columbia County property records clearly stating this restrictive covenant in favor of the city for the full amount of the reduction in fees granted. The restriction shall be in effect for ten (10) years from the date of

closing for a residential home or issuance of the certificate of occupancy for a multiple family dwelling development.

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

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

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

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

[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 _____ 2021.

NOTICE PUBLISHED on the _____ day of _____ 2021.

PASSED AND ADOPTED on the _____ day of _____ 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

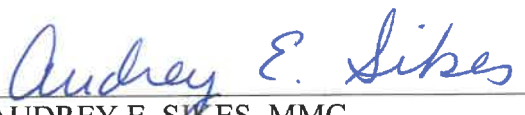
Record of Vote on First Reading

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

Please note: This record of vote is recording the votes on a motion to postpone.

Certification

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



AUDREY E. SIKES, MMC
City Clerk

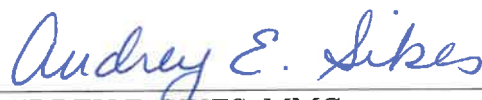
Record of Vote

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Greene, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jake Hill, Jr., Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eugene Jefferson, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Todd Sampson, Council Member	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please note: At the December 21, 2020 City Council meeting Mr. Greene made a motion to refer City Council Ordinance # 2020-2174 to the Utility Advisory Committee for review and recommendation. Mr. Sampson seconded the motion. A roll call vote was taken and the motion passed.

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:

3. City Council Ordinance No. 2021-2180 - (first reading) - An ordinance of the City of Lake City, Florida amending the City Code to add a new section number 86-110.16 to Article III, Chapter 86, which provides for the permanent closing of all of that portion of NW Ridge Street lying in block 122 of the northern division of the City; finding that the street was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City code; and providing an effective date.

Adopt City Council Ordinance No. 2021-2180 (first reading)

CITY COUNCIL ORDINANCE NO. 2021-2180

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.16 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT CLOSING OF ALL OF THAT PORTION OF NW RIDGE STREET LYING IN BLOCK 122 OF THE NORTHERN DIVISION OF THE CITY; FINDING THAT THE STREET WAS ABANDONED BY THE CITY; FINDING THAT THE CLOSING OF THE ROADWAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO CLOSE THE ROADWAY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon all of that portion of NW Ridge Street lying in Block 122 of the Northern Division of the City (hereinafter the "Vacated Street") and further identified in the City's map attached hereto as "Exhibit A"; and

WHEREAS, the City Council finds that the Vacated Street is not vital to the vehicular traffic in the downtown area of the City; and

WHEREAS, the City Council finds that it is proper and in the interest and welfare of the City and its citizens to close the Vacated Street to vehicular traffic to improve the downtown area of the City; and

WHEREAS, notice has been given, prior to adoption, to all utility companies holding franchises from the City for review and comment with respect to the permanent closing of the Vacated Street.

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

Section 1. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.16 which section reads as follows:

Section 86-110.16 All of that portion of NW Ridge Street lying in Block 122 of the Northern Division of the City of Lake City, Florida, the entirety of which lies to the South of Parcel 00 00 00 12160 000 as identified by the Columbia County Property Appraiser.

Section 2. The City finds the Vacated Street to be surplus to its needs and that it is in the public interest to close and vacate the street.

Section 3. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the Vacated Street to its centerline.

Section 4. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 6. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

Section 7. This ordinance shall take effect immediately upon its adoption.

PASSED upon first reading this ____ day of April 2021.

NOTICE PUBLISHED on the ____ day of _____, 2021.

PASSED AND ADOPTED on second and final reading this ____ day of April 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

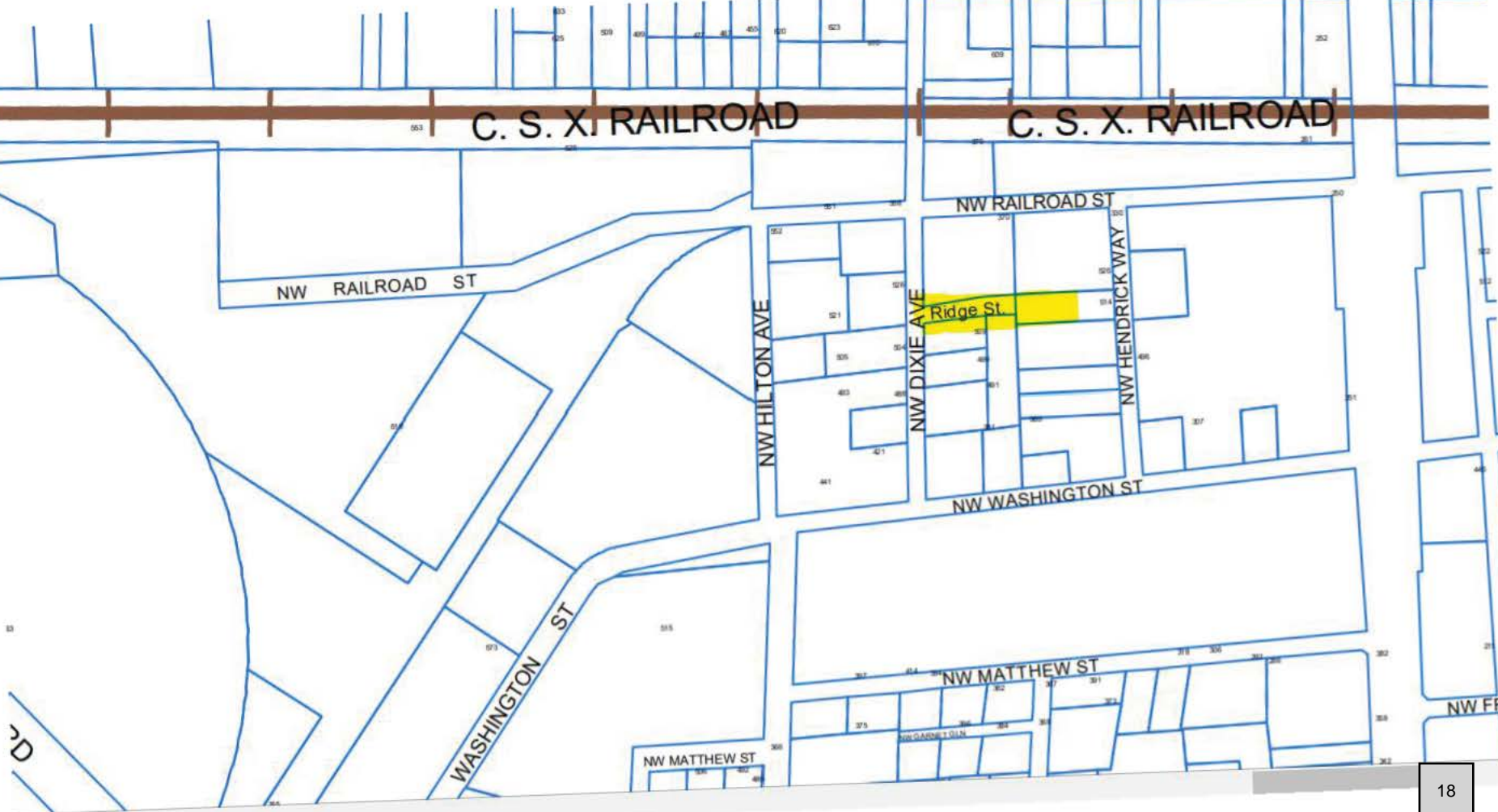
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A



File Attachments for Item:

4. City Council Resolution No. 2021-048 - A resolution of the City Council of the City of Lake City, Florida, approving and authorizing an annexation agreement with Price Creek, LLC; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING AND AUTHORIZING AN ANNEXATION AGREEMENT WITH PRICE CREEK, LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) desires to annex certain real property located within Columbia County, Florida, as described by the Columbia County Property Appraiser as Parcel 02-4S-17-07481-003; and

WHEREAS, the City Council desires to enter into the *Annexation Agreement Between the City of Lake City, Florida, and Price Creek, LLC* (hereinafter the “Agreement”), a copy of which is attached hereto as “Exhibit A” to memorialize the understanding of the annexation between the parties; and

WHEREAS, the City Council finds that it is in the best interests of the City to enter into the Agreement for the purpose of annexing the aforementioned property.

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

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

Section 2. The City Council hereby approves the Agreement with Price Creek, LLC and authorizes the Mayor to execute the Agreement on behalf of the City.

[Remainder of page left blank intentionally.]

Section 3. This Resolution shall become effective immediately upon adoption.

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

CITY OF LAKE CITY, FLORIDA

By:
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By:
Audrey E. Sikes, City Clerk

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

EXHIBIT A

ANNEXATION AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND PRICE CREEK, LLC

THIS ANNEXATION AGREEMENT (the “Agreement” is made and entered into this ____ day of _____, 2021, by and between the CITY OF LAKE CITY, a Florida municipal corporation, with a mailing address of 205 N. Marion Ave. Lake City, Florida, 32055 (the “City”) and PRICE CREEK, LLC, with a mailing address of Post Office Box 16, Lake City, Florida 32056 (the “Owner”).

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located within Columbia County, Florida, as described by the Columbia County Property Appraiser as Parcel 02-4S-17-07481-003, and by this reference made a part hereof (the “Property”); and

WHEREAS, the Property is located within the territory of Columbia County, Florida but the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed subject to the terms, conditions, and limitations hereinafter set forth, to the annexation of the Property; and

WHEREAS, in consideration of the City agreeing to the terms, conditions, and limitations set forth herein, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provision of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents

required by the City and all other documentation then required by Florida law, including, but not limited to Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

- A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.
- B. The City shall have the right, but not the obligation, to process the petition; provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City the Owner shall within fifteen (15) calendar days of receipt of such written request execute all applications and documents required by the City and all other documentation then required by Florida law, including, but not limited to Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action or request of the Owner.

SECTION 3. Utility Services.

- A. This Agreement does not in any way reserve any sewer and water capacity or guarantee the availability thereof.
- B. The City agrees to provide sewer service, water service, and natural gas service, as such becomes available, to the Property upon compliance by the Owner with all applicable regulations of the City and the payment of all fees, costs and expenses associated therewith. The Owner shall execute any and all developer agreements necessary for the utility services as required by the City in connection with the provision of sewer and water service to the Property.

SECTION 4. Representations.

- A. The City hereby warrants and represents the following to the Owner:
 - a. Upon completion of the voluntary annexation the City shall rebate all municipal ad valorem taxes levied on the Property for a term of ten (10) calendar years or the earlier of the following events occurs:
 - i. the sale or conveyance of the Property, or
 - ii. a permit for the development of the Property is issued.
 - b. Upon completion of the voluntary annexation the City shall classify the Property as either the same zoning classification as that found to currently exist with Columbia County, Florida, or as Industrial (I) pursuant to the City's land development regulations, and afford the Owner one (1) application for a zoning change at no cost to the Owner.
 - c. Upon completion of the voluntary annexation the City shall waive all costs and fees associated with the voluntary annexation of the Property and due from the Owner.
 - d. Upon completion of the voluntary annexation the City shall reduce, as permitted by law, any permitting fees associated with the development of the Property by forty-five percent (45%).
- B. The Owner hereby warrants and represents that it holds fee title to the Property and has full power and authority to enter into this Agreement.

SECTION 5. Title Evidence and Survey.

- A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of a fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise. In the event the Property is encumbered, the Owner shall provide a Joinder, Consent and Subordination of all mortgages to this Agreement prior to the execution of this Agreement by the City.
- B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 61G17-6, Florida Administrative Code.

SECTION 6. Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 7. Indemnification.

- A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses costs, expenses, claims, damages, judgements, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give such notice or provide such information shall not diminish the Owner's obligations under this Section.

- B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 8. Recording. The Owner acknowledges and agrees that the City shall record this Agreement in the Official Records of Columbia County, Florida.

SECTION 9. Miscellaneous.

- A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.
- B. The Property shall be deemed a single parcel and any subparcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.
- C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in a recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Official Records of Columbia County, Florida.
- D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.
- E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns and legal representatives.
- F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.
- G. In the event that either party institutes a legal proceeding against the other party, to enforce the terms of this Agreement or for breach of any of the

terms, conditions or covenants of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, paralegal fees and costs, both at the trial and appellate levels.

- H. In the event a third party institutes a legal proceeding against either, or both, the City and Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement then in such event the Owner shall pay all costs, fees, charges, and expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.
- I. In addition to each and every remedy now or hereafter existing at law or in equity, the parties hereto expressly agree that the City shall have the right to enforce this Agreement by an action for specific performance.
- J. As from time to time requested by the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.
- K. This Agreement embodies and constitutes the entire understandings of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

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

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Signature

By: _____
Stephen Witt, Mayor

Print/Type Name

ATTEST:

Signature

By: _____
Audrey E. Sikes,
City Clerk

Print/Type Name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2021 by STEPHEN M. WITT, Mayor, City of Lake City, Florida and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either _____ personally known to me or produced _____ as identification.

Notary Signature

Notary Printed Name

*[Remainder of this page intentionally left blank.
Signature page for Owner follows on the next page.]*

IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed as of the 31 day of March, 2021.

Signed, sealed and delivered
in the presence of:

PRICE CREEK, LLC

Lisa Hicks
Signature

By: Richard C. Cole
Richard C. Cole,
Manager-Member

Lisa Hicks
Print/Type Name

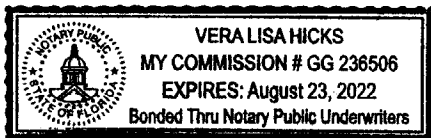
Jennifer Powers
Signature

Jennifer Powers
Print/Type Name

STATE OF FLORIDA

COUNTY OF Columbia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RICHARD C. COLE, as the Manager-Member of PRICE CREEK, LLC, a for profit Florida limited liability company, who [☒] is personally known to me to [] produced _____ as identification, and that he acknowledged executing the foregoing instrument on behalf of said entity in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said entity.



Vera Lisa Hicks
Notary Signature

Vera Lisa Hicks
Notary Printed Name

File Attachments for Item:

5. City Council Resolution No. 2021-058 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Tindale-Oliver & Associates, Inc., for consulting services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022, at a cost not-to-exceed \$26,686.00; and establishing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH TINDALE-OLIVER & ASSOCIATES, INC., FOR CONSULTING SERVICES TO ASSIST THE CITY IN ACCOMPLISHING THE FIRE RESCUE ASSESSMENT PROJECT FOR FISCAL YEAR 2021-2022, AT A COST NOT-TO-EXCEED \$26,686.00; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal year 2020-2021; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the “Fire Rescue Assessment Project”); and

WHEREAS, the City desires to enter into an agreement with Tindale-Oliver & Associates, Inc. (hereinafter “Tindale-Oliver”), for professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022, for a sum not to exceed twenty six thousand six hundred eighty-six dollars and zero cents (\$26,686.00, hereinafter the “Contract Price”); and

WHEREAS, the City Council finds that it is in the City’s best interest to enter into an agreement with Tindale-Oliver for the aforementioned Fire Rescue Assessment Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Professional Services Agreement*” (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

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

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

Section 2. The City Council is hereby authorized to enter into an Agreement with Tindale-Oliver & Associates, Inc. for professional services.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City", and TINDALE-OLIVER & ASSOCIATES, INC., hereinafter referred to as "Consultant" or "Contractor".

WITNESSETH

WHEREAS, the City Council of the City of Lake City, Florida, has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2020-2021; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the "Fire Rescue Assessment Project"); and

WHEREAS, Consultant is well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2021-2022; and

WHEREAS, Consultant shall furnish specialized professional services directly to City staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. RECITALS. The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

2. SERVICES TO BE PERFORMED BY CONSULTANT. The Consultant shall, in conjunction with the general direction of the office of the City Manager, City Attorney or their representative designees, provide the professional services described in the Scope of Services attached hereto as Appendix A ("Scope of Services"), authorized by City Council Resolution No. _____, in order to assist the City in the development of the Fire Rescue Assessment Project.

3. TERM OF THE AGREEMENT AND TIME REQUIREMENTS. This Agreement shall become effective upon the signature by the duly authorized representative of the City and Consultant for the Fiscal Year 2021-2022 Fire

Rescue Assessment Project, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual fire rescue assessment to be collected using the tax bill collection method for Fiscal Year 2021-2022. Consultant shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the Scope of Services so that the city may annually achieve its objective. Accordingly, time is of the essence of the Agreement.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Consultant for services rendered, provided that the termination is not due to a default on the part of the Consultant. The City, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Consultant is notified of termination then being due and payable. In the event the City terminates this Agreement for any reason other than default by the Consultant prior to completion of the Fiscal Year 2021-2022 assessment roll and the City continues to proceed with a fire rescue assessment, the City shall provide a written general release to Consultant, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

4. SCHEDULE OF FEES. For services to be provided hereunder by Consultant, the Consultant shall work under a lump sum professional fee arrangement described in the Scope of Services on the payment basis described in the Cost of Services Schedule in the Scope of Services.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses, except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Tax Collector, Property Appraiser or like public official, which shall be considered a Fire Rescue Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2021-2022. Such costs will be due and payable upon the adoption of the preliminary assessment resolution.

Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. COOPERATION OF THE CITY. It shall be the obligation of the City to timely provide Consultant with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment.

The Scope of Services contemplated herein contemplates that the city will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data or correlate the incident reporting data used by the City with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. DOCUMENTS. All documents, electronic media, and other data developed by the Consultant in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the City by Consultant at any time upon request of the City for a period of seven calendar years following the completion of the project. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. TERMINATION. The City reserves the right to terminate this Agreement at any time, by written notice. In the event of such termination, Consultant shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date Consultant is notified of termination.

8. DEFAULT PROVISION. In the event Consultant shall fail to comply with each and every term and condition of this Agreement or fail to perform any of the terms and conditions contained herein, then the City, in addition to all other remedies available by law, at its sole option and upon written notice to Consultant, may cancel and terminate this Agreement.

9. CONFLICT OF INTEREST. Consultant covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part of Consultant or its employees, must be disclosed in writing to the City. Also, Consultant is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respect with the terms of said laws.

10. AWARD OF AGREEMENT. Consultant warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement.

Consultant also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

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

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

13. 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 for a period of seven calendar years following the completion of the project.

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. The City may be billed in accordance with the rates reflected herein for the Contractor's time.

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

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

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

14. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior

negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and Consultant. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

16. INSURANCE. Consultant shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000.00 covering all liability arising out of the terms of this Agreement.

17. NONDISCRIMINATION IN EMPLOYMENT. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. Consultant shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

18. INDEPENDENT CONTRACTOR. Consultant and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

19. NON-DELEGABILITY. It is understood and agreed that the obligations undertaken by Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

20. BEST EFFORTS. Consultant covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, Consultant cannot provide any indemnification or guarantee relative to any challenge to the validity of the fire rescue assessment.

Consultant's obligation is to share its experience and provide its best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by Consultant and the direct costs related thereto shall be provided by Consultant at no additional charge to the City.

21. NOTICES. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal services, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted (returned receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF LAKE CITY, FLORIDA

City Manager
Joseph Helfenberger
205 N. Marion Ave
Lake City, Florida 32025

With copy to:

City Attorney
Fred Koberlein
855 SW Baya Drive
Lake City, Florida 32025
Phone: 386-269-9802
Fax: 888-908-8699

CONSULTANT

Tindale-Oliver & Associates, Inc.
City of Lake City
1000 N. Ashley Drive, Suite 400
205 North Marion Avenue
Tampa, Florida 33602
Lake City, Florida 32055
Phone: 813-224-8862
Phone: 386-752-2031
Fax: 813-226-2106

Fax: 386-752-4896

22. AMENDMENTS. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

23. MISCELLANEOUS PROVISIONS.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in the Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Lake City, such provision, paragraph, sentence, work or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials executed this Agreement the day ____ of _____ 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

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

**TINDALE-OLIVER &
ASSOCIATES, INC.**

By: _____
Steven A. Tindale,
President & Secretary

File Attachments for Item:

6. City Council Resolution No. 2021-060 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2021-060

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

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

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

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

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

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

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

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

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

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

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

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

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

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

WHEREAS, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until 12:01 a.m. on April 27, 2021; and

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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

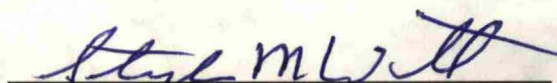
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective April 6, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective April 6, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 6th day of April 2021.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

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

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

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

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

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

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

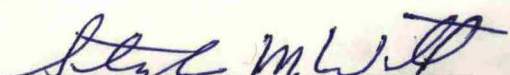
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective April 13, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective April 13, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 13th day of April 2021.


Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

7. City Council Resolution No. 2021-061 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Six to the continuing contract with Jones Edmunds & Associates, Inc., for professional consulting services and assistance with developing a comprehensive Utility Master Plan; authorizing payment for the consulting services at a not to exceed cost of \$498,430.00.

CITY COUNCIL RESOLUTION NO. 2021-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER SIX TO THE CONTINUING CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL CONSULTING SERVICES AND ASSISTANCE WITH DEVELOPING A COMPREHENSIVE UTILITY MASTER PLAN; AUTHORIZING PAYMENT FOR THE CONSULTING SERVICES AT A NOT TO EXCEED COST OF \$498,430.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services (hereinafter the “Continuing Contract”), with Jones Edmunds & Associates, Inc. (hereinafter “Jones Edmunds”) as authorized by City Council Resolution No. 2019-024 with respect to certain studies, planning, design and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

WHEREAS, the Continuing Contract provides that Jones Edmunds shall perform services to the City only when requested to 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 by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the utility advisory committee has recommended to the City Council that the City and the Board of County Commissioners of Columbia County, Florida should work together to obtain a comprehensive Utility Master Plan of the City’s utilities; and

WHEREAS, the City desires to enter into Task Assignment Number Six with Jones Edmunds and receive assistance with developing a comprehensive Utility Master Plan, pursuant to the terms and conditions of Task Assignment Number

Six, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Six"), and in compliance with the Continuing Contract.

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

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

Section 2. The City is hereby authorized to execute Task Assignment Number Six with Jones Edmunds 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 Six 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 Six 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 Jones Edmunds shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**TASK ASSIGNMENT SIX TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES,
EDMUNDS & ASSOCIATES, INC., FOR PROFESSIONAL
SERVICES ASSISTING THE CITY WITH THE DEVELOPMENT OF
A COMPREHENSIVE UTILITY MASTER PLAN.**

THIS TASK ASSIGNMENT NUMBER SIX is made and entered into this ____ day of April, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES, EDMUNDS & ASSOCIATES, INC., a Florida limited liability company, having a mailing address of 730 NE Waldo Road, Gainesville, Florida 32641 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract during March 2019, for professional consulting services as authorized by City Council Resolution No. 2019-024 (the "Continuing Contract").

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

C. The City is in need of additional assistance developing a comprehensive Utility Master Plan to expand utility services and intends to seek

financial assistance from grant sources as well as the Board of County Commissioners of Columbia County, Florida.

D. The City desires to enter into Task Assignment Six with Consultant for its assistance developing a comprehensive Utility Master Plan pursuant to the terms and conditions contained in Consultant's proposed Scope of Services (hereinafter "Supplemental Agreement"), a copy of which is attached hereto as "Exhibit A".

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Six.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement, attached hereto, within three hundred sixty (360) calendar days from the Consultant's receipt of a Notice to Proceed. A Notice to Proceed shall be required for each of the five (5) tasks identified in the Supplemental Agreement.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) tasks identified in the Supplemental Agreement as each task is completed for a total projected cost not to exceed \$498,430.00. City shall be under no obligation to proceed with any of the tasks.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions,

conditions, obligations, and requirements of the Continuing Contract are incorporated in to, and made a part of, this Task Assignment and shall be binding on, and complied with by, Consultant.

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

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

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

8. **E-VERIFY**. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status

of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred

by the City as a result of termination of any contract for a violation of this section.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:
LEGALITY:

APPROVED AS TO FORM AND

By: _____
Audrey E. Sikes, City Clerk

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

ATTEST:

JONES, EDMUNDS & ASSOCIATES, INC.

By: _____
Angela Witt,
Contracts Administrator

By: _____
Stanley F. Ferreira, Jr.,
Vice President

SCOPE OF SERVICES**City of Lake City Utility Master Plan**

PREPARED FOR: Joseph Helfenberger, City Manager
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

DATE: April 9, 2021

SUBJECT: Utility Master Planning
Jones Edmunds Opportunity No. 95110-253-18

BACKGROUND

The City of Lake City (City) owns and operates utilities within the City limits of Lake City and in unincorporated Columbia County. The City's service area is defined by ordinance to be a five-mile radius from the intersection of Marion Avenue (US 441) and US 90. The City is working on modifying the ordinance to expand the service area boundary to within five miles of City limits. The City provides three utility services – water, wastewater, and natural gas – to nearly 9,000 customers, including those outside of the City's established service area.

Under this scope of services, Jones Edmunds will assist the City with the development of a comprehensive Utility Master Plan (UMP) encompassing all three of the City-provided utilities. The purpose of the UMP is to evaluate the existing utility systems and projected growth within the City to address the present and future needs of the customers. The UMP will include data collection, population projections, and model development, and will identify major infrastructure needs through a twenty-year planning horizon. This study will focus on the City's linear utility infrastructure including collection, transmission, and distribution systems in addition to storage or pumping needs within those linear systems. The goal of the UMP is to identify capital improvement projects, estimated construction costs, and recommended phasing for needed utility improvements and expansions over the planning period.

1 PROJECT MANAGEMENT AND EXISTING DATA COLLECTION**1.1 PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City's goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor

project progress (percent complete and schedule) and manage the project in conformance with the PMP throughout the contract.

1.2 KICKOFF MEETING

Jones Edmunds will develop a kickoff meeting agenda and conduct a virtual kickoff meeting with the City. During the kickoff meeting, the following will be discussed:

- Project purpose and objectives.
- Project schedule.
- Project team roles and responsibilities.
- Critical success factors and the City's vision for the project.
- Project data needs. Before the kickoff meeting Jones Edmunds will provide the City with a list of data needs. Anticipated data needs include, but may not be limited to the following:
 - Latest City water, wastewater, and natural gas GIS geodatabases.
 - For areas without known GIS geodatabase information on system components, City staff will mark up a provided map at or before the kickoff meeting with pipe type, size, as well as age and material if known.
 - Record drawings and/or specifications for lift stations, pump stations, wastewater treatment facilities, and the water treatment plant.
 - Record drawings and/or specifications for natural gas equipment including distribution metering, excess flow and automatic shutoff valves, pressure relief valves, pressure regulators, switching/pressure reducing stations, odorant equipment, and identification of any differential pressure lines/zones.
 - Available daily and monthly Supervisory Control and Data Acquisition (SCADA) pump run-time data for the past two years (2019-2020).
 - Monthly pump run-time data for the past two years (2019-2020).
 - Monthly operating reports (MORs) for the Price Creek Water Treatment Plant (WTP) for the last two years (2019-2020) in Excel format, if possible.
 - Previous five years (2015-2020) of discharge monitoring reports (DMRs) for St. Margarets Wastewater Treatment Facility (WWTF) and Kicklighter Water Reclamation Facility (WRF) in Excel format, if available possible.
 - Previous five years (2015-2020) of water quality data from the Price Creek WTP and for the distribution system.
 - Monthly water use data within the service area for the past five years (2015-2020).
 - Monthly water production reports for all wells for the last five years (2015-2020) in Excel format, if possible.
 - Unaccounted-for water reports for the last five years (2015-2020).
 - Natural gas meter data from primary and distribution meters for the past two years (2019-2020).
 - Active and inactive customer information including type of service and location in GIS.
 - Per capita level-of-service for water, wastewater, and natural gas.
 - Known planned commercial, industrial, and residential developments with projected water, wastewater, and natural gas demands.

- Community Planning Documents with Land Use (future and existing) and population projections.
- Recently completed, ongoing, and proposed capital improvement projects.
- Identification of natural gas supplier(s) with contact information for coordination of supply system maximum capacity and specific natural gas composition.
- Natural gas Distribution Integrity Management Program (DIMP) to communicate any previously identified pipeline threats.
- Other reports and documents as deemed necessary by City Utility staff.

1.3 DATA GAP ANALYSIS, FIELD DATA COLLECTION PLAN AND WORKSHOP

Jones Edmunds will analyze all the data requested in Task 1.2, identify data gaps, and develop a data collection field plan for water, wastewater, and natural gas systems and a flow monitoring plan for the wastewater system. The data collection and flow monitoring plans will be prepared in a Technical Memorandum (TM), and Jones Edmunds will conduct a virtual workshop to review these documents with the City.

1.3.1 WASTEWATER

- Develop maps of sewersheds with lift stations and known force mains and major gravity transmission mains to be included in model.
- Develop maps and shapefiles identifying force main and major gravity main data gaps.
- Review existing geodatabase for transmission main routing and determine location of gravity mains and manholes for invert elevation data collection.
- Review existing lift station data to determine up to 25 lift stations for pump drawdown testing.
- Develop flow monitoring plan for up to 12 locations within gravity transmission mains including recommended locations for flow gages; locations may be adjusted slightly for field conditions during installation.
- The plan will include up to 60-days of wastewater flow monitoring which will be conducted during the months of June to September to capture the season with high rainfall and groundwater table conditions for evaluation of inflow and infiltration.

1.3.2 WATER

- Develop maps of known pump stations and transmission and distribution mains to be included in model.
- Develop maps and shapefiles identifying transmission and distribution main data gaps.
- Review existing geodatabase for transmission and distribution main routing and determine location of transmission and distribution mains for line size confirmation.
- Select up to 10 locations for pressure data loggers to be installed and select up to 15 locations for hydrant flow and pressure testing to be performed. The pressure gauges will be installed for a period of up to two weeks, and the hydrant flow and pressure testing will be performed during that timeframe. The City will perform the hydrant flow and pressure testing.

1.3.3 NATURAL GAS

- Develop maps of known natural gas distribution equipment and distribution mains to be included in model.

- Develop maps and shapefiles identifying transmission and distribution main data gaps.
- Review existing geodatabase for transmission and distribution main routing and determine location of transmission and distribution mains for line size confirmation.
- Collect pressure data from existing field gauges to verify system pressure at key system locations.

DELIVERABLES:

- Meeting agendas, attendance sheets, and meeting minutes will be e-mailed to the City's Project Manager for distribution following the Kickoff Meeting and workshop.
- Status updates will be emailed monthly to the City's Project Manager.
- Lift station flow diagram presenting flow transmission pathways will be provided in PDF format.
- TM detailing the data collection field plan and the flow monitoring plan.

KEY ASSUMPTIONS:

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

2 FIELD DATA COLLECTION

This task includes collecting all the field data described Task 1.3 which includes manhole elevation and condition data, lift station pump drawdown testing, gravity transmission main flow monitoring, water main pressure data logger installation, hydrant flow and pressure testing, and natural gas distribution equipment inspection and pressure verification.

2.1 MANHOLE DATA COLLECTION

- Collect manhole data including invert and rim elevations using a Real-Time Kinetic (RTK) Global Positioning System (GPS) system with sub-centimeter accuracy to collect at prioritized locations based on the data collection field plan TM.
- During the manhole survey, a Level 1 (surface level visual inspection) condition assessment using the National Association of Sanitary Sewer Companies (NASSO) Manhole Assessment Condition Program (MACP) standards will be performed. During the assessment each manhole will be visually assessed, and information will be collected including but not limited to materials of construction, observed structural condition, location details, photographs, and observations regarding infiltration will be obtained.
- The elevation data and condition assessments will be packaged into PDF reports and a GIS geodatabase.

2.2 LIFT STATION PUMP DRAWDOWN TESTING

- Collaborate with the City to develop a list of lift stations to obtain pump curves.
- Develop a list of lift stations to perform drawdown testing.
- Develop drawdown testing Excel spreadsheets for documenting the testing.
- Conduct lift station drawdown testing.

- Develop result and summary charts for each lift station and compare to the manufacturer's pump curves.

2.3 WASTEWATER FLOW MONITORING

- Oversee subconsultant flow monitoring for a two-month period.
- Analyze collected flow monitoring data for use in refining flow allocation to gravity sewersheds.

2.4 HYDRANT FLOW AND PRESSURE TESTING

- Calibrate pressure data loggers prior to use.
- Oversee the installation of pressure data loggers by City Staff.
- Assist City Staff with fire hydrant flow testing, manually recording the test times and measurements of any imposed fire-flow rates and local static and residual pressures.

2.5 NATURAL GAS DISTRIBUTION EQUIPMENT INSPECTION AND PRESSURE VERIFICATION

- Field verify configurations at distribution metering, excess flow and automatic shutoff valves, pressure relief valves, pressure regulators, switching/pressure reducing stations, odorant equipment to validate adequacy of line and equipment sizes and expansion capacity.
- Verify system pressures by inspection of existing gauges during operation for use in model calibration.

DELIVERABLES:

- ArcGIS geodatabase of collected manhole and invert elevation data, and PDF reports of NASSCO Level 1 inspections performed on each manhole.
- Lift station drawdown test summary sheets in Excel and PDF format.
- Copies of raw data provided by the flow monitoring subconsultant.
- Copies of raw data from the water system pressure data loggers.
- Completed PDF reports from the hydrant flow and pressure tests.

KEY ASSUMPTIONS:

- Jones Edmunds will provide up to two weeks of staff support in the field for the data collection tasks; additional support or data collection will be performed by City Staff.
- Jones Edmunds will perform manhole data collection with City Staff assistance.
- City Staff will operate lift stations during drawdown testing. Lift station drawdown data not collected during the two weeks of field work will be provided by City Staff.
- Flow monitors will be deployed for no more than two months. The City will clean the gravity mains upstream and downstream of the proposed flow meter locations if required based on their condition.
- Jones Edmunds will prioritize the service areas for flow monitoring based on the gravity transmission systems identified with City Staff during the Data Collection Field Plan Meeting, sanitary sewer overflow data, and system criticality. Flow monitoring will be conducted by a subconsultant; up to 12 flow meters have been included in this Scope of

Services. If additional monitoring beyond what is identified is required, then an amendment to this scope may be needed or the data could be collected directly by the City.

- Jones Edmunds will provide pressure data loggers for City Staff to install at prescribed locations along water main. Additional pressure gauge data loggers beyond what is identified in the data collection field plan will be the responsibility of the City.
- City Staff will perform hydrant testing with Jones Edmunds staff present.
- Pressure data loggers will be deployed for no more than two weeks.
- Existing natural gas equipment has sufficient and accurate pressure gauges to provide pressure data at critical system locations. City Staff will provide locations and access for existing natural gas system equipment and pressure gauges.

3 MODELING

This task includes the expansion of City's existing wastewater model and the development of new water and natural gas models.

Jones Edmunds proposes the subtasks below.

3.1 FLOW AND DEMAND PROJECTIONS

Jones Edmunds will review the historic use and production data provided by the City to develop a summary of current water, wastewater, and natural gas demands on an annual average daily flow (AADF) basis. Jones Edmunds will also develop peaking factors used to adjust for maximum daily flow (MDF) and fire flow demand.

Jones Edmunds will use projected Countywide growth rates from the University of Florida Bureau of Economic and Business Research (BEBR) to estimate population growth within the City's Service Area. Jones Edmunds will also obtain information from the City on potential commercial, industrial, and residential developments not represented by the BEBR growth projections. Jones Edmunds will use this information, along with City level of service requirements, to develop projected water, wastewater, and natural gas demands over the next 20 years at 5-, 10-, and 20-year milestones.

Jones Edmunds will conduct a virtual workshop with City Staff to present estimated use and future demand projections and adjust prior the hydraulic modeling effort, if necessary.

3.2 FLOW MODELING

3.2.1 WASTEWATER

- Update the City's dynamic hydraulic model of the existing force main and gravity main transmission system using Bentley's SewerGEMS software. Model development will be based on the City's latest GIS data as provided by the City and collected in Tasks 1 and 2.
- Allocate existing and near-term projected flows generated to the lift station tributary sewershed basins based on the collection systems and wastewater service points within the model, water meter data, customer land use data, and overall wastewater system

flows. Flows will be allocated based on AADF and peaking factors will be used to adjust for MDF.

- Perform model verification using the available existing SCADA data and the limited pump drawdown testing conducted as part of Task 2.
- Perform hydraulic modeling evaluation to analyze the City's existing collection and transmission system with the near-term projected growth to determine capacity of these systems to handle projected flows. Jones Edmunds expects that extended period simulations (EPSs) will be conducted as part of this Scope of Services.
- Eight model scenarios will be conducted: current AADF and MDF, 5-year AADF and MDF, 10-year AADF and MDF, and 20-year AADF and MDF. We assume that peak hourly flow (PHF) will be included in the MDF scenarios.
- Develop draft system deficiency figures for the modeled scenarios.

3.2.2 WATER

- Jones Edmunds will conduct hydraulic modeling of the City water transmission and distribution system using Bentley's WaterGEMs model software. The model will be based on the City's latest GIS data provided by the City and data collected in Tasks 1 and 2.
- The City will be responsible for conducting the hydrant pressure and flow testing and providing the data to Jones Edmunds for model calibration listed in Tasks 1 and 2.
- Jones Edmunds will create a baseline water model and calibrate the model to existing operating conditions. Three additional scenarios will be developed for each planning year to evaluate future conditions using the projected water demand.
- For the Services Areas, Jones Edmunds will use the models to assess system performance for year 2020, 2025, 2030 and 2040 scenarios. Jones Edmunds will model three scenarios for each of these four planning years including: Average Annual Daily Demand (AADD) Scenario (steady state), Maximum Daily Demand with Fire Flow Analysis (MDD+FF) Scenario (steady state), and Maximum Daily Demand inclusive of Peak Hourly Demand (MDD) Scenario (EPS).
- The existing facilities and future needs to be evaluated include the following: storage facilities, pumping facilities, distribution system, standby capacity/backup power capacity to provide continuous service during a power outage.

3.2.3 NATURAL GAS

- Jones Edmunds will conduct compressible flow modeling of the City natural gas transmission and distribution system using the AFT Arrow model software. The model will be based on the City's latest GIS data provided by the City and data collected in Tasks 1 and 2.
- Jones Edmunds will create a baseline natural gas model and calibrate the model for existing operating conditions. Two additional scenarios will be developed for each planning year to evaluate future conditions using the projected natural gas demand.
- For the Services Areas, Jones Edmunds will use the models to assess system performance for year 2020, 2025, 2030 and 2040 scenarios. Jones Edmunds will model two scenarios for each of these four planning years including: Average Annual Daily Demand (AADD) Scenario (steady state) and Maximum Daily Demand inclusive of Peak Hourly Demand (MDD) Scenario (EPS).

- The existing facilities and future needs to be evaluated include the following: supply facilities, odorant facilities, distribution system, and pressure and excess flow control facilities.

3.3 CAPITAL IMPROVEMENT PROJECT DEVELOPMENT AND PRIORITIZATION

- Based on model results for the known proposed developments and existing flows, Jones Edmunds will develop proposed capital improvement projects for additional or replacement distribution, collection and transmission systems. Preliminary alternatives for these facilities will be developed for comparative purposes.
- Jones Edmunds will meet with City staff to select recommended capital improvement projects. The goal of the meeting is to workshop the improvement alternatives.
- Jones Edmunds will work with the City to prioritize existing and recommended capital improvement projects over the planning horizon. Prioritization will be designated Priority A, B, C, and D, with Priority A recommended improvements being completed within 5-year planning horizon, Priority B within the 5- to 10-year planning horizon, Priority C within the 10- to 20-year planning horizon, and Priority D beyond the 20-year planning horizon. Priority A, B, and C projects will include a summary of the project need, recommended solution, alternatives considered, implementation schedule, and a planning-level cost estimate.
- Jones Edmunds will work with the City to identify triggers for capital improvement projects including key growth criteria, regulatory criteria, and predecessor projects that may impact the improvement project. This will allow the plan to be adapted as the needs of the City change.
- Jones Edmunds will work with the City to develop an initial implementation schedule to reflect the prioritized list developed.

DELIVERABLES:

Meeting agendas, attendance sheets, and related handouts to allow City staff to review, interact, and comment. Meeting minutes will be e-mailed to the City's Project Manager for distribution following each meeting.

KEY ASSUMPTIONS:

- Lift station design data are available and will be provided by the City.
- Spatially located water meter demand data are available in GIS for service areas for allocation of water and wastewater flows.
- Jones Edmunds will use 2020 City Utility Standards as the evaluation criteria to evaluate the performance of the systems.
- The modeling, scenarios, and alternatives will focus on the City's linear utility infrastructure. Evaluations of the treatment systems and facilities including but not limited to water supply, water treatment, wastewater treatment, and effluent disposal are excluded from this scope of services.

4 INFILTRATION AND INFLOW ANALYSIS (OPTIONAL TASK)

The City would like to determine which portions of their wastewater collection system may be experiencing high levels of infiltration and inflow (I&I). This optional task, if selected by the City, will include an I&I analysis and findings from this task will be integrated into the UMP. The City's gravity collection system is comprised of nearly 100 miles of gravity main. Identifying I&I in a collection system can be time consuming and expensive to perform if only reliant on traditional field investigations such as CCTV inspections. The goal of this task will be to perform a comprehensive system wide evaluation of I&I in the City's collection system which will quantify and rank the amount of I&I in each LS basin and gravity sewershed, develop a prioritized list of areas with excessive I&I which require further field investigations.

4.1 I&I DATA ANALYSIS

The I&I analysis will be completed using a combination of data including SCADA pump runtime information, flow monitoring and rain gauge data, and other available hydrologic information such as rainfall and groundwater records.

The 12 flow meters included in Task 3 and LS pump runtime data will be utilized for I&I quantification in all the sewersheds. In addition to those sets of data, four rain gauges will need to be installed by the flow metering subconsultant to capture rain data during the 60-day data collection period.

We will use the parcel level flow data developed in Task 3 for each sewershed to estimate Base Sanitary Flow (BSF) to help corroborate results from the hydrograph decompositions. The collection system data will be used to summarize the gravity system in each sewershed and to normalize the flow results by inch-diameter-mile (IDM), which is a measure of leakable surface area.

Jones Edmunds will perform hydrograph decompositions on the flow hydrographs for up to 74 LS basins plus an additional 9 gravity sewersheds and extract the following data per area:

- BSF.
- Average dry-season Groundwater Infiltration (GWI).
- Average wet-season GWI.
- Qualitative Rainfall Derived Inflow and Infiltration (RDII) response-based daily flow volumes (low/medium/high) during and after rain events of 1 inch or greater compared to previous dry-day volumes.

We will normalize the results based on the IDM of the gravity collection system provided in the City's GIS layers. We will summarize the methodology and findings into the UMP. We will also conduct an online review meeting with the City to review the findings and methodology.

4.2 I&I REDUCTION RECOMMENDATIONS

Jones Edmunds will identify and rank the areas of the collection system on a neighborhood level for each LS basin and gravity sewersheds (areas of size than 20,000 LF of pipe) based on the calculated amounts of I&I for each area determined from Task 4.1. A prioritization list will be developed for each area for basins exceeding a defined Level of Service criteria for acceptable amounts of I&I.

The outcome of this study will include detailed recommendations for further field investigations in each priority area such as manhole inspections, CCTV inspections, or smoke testing to be performed by the City. The recommendations will also include alternatives for I&I reduction technologies that the City could use based on the findings from the field investigations. All recommendations will be summarized in the UMP.

DELIVERABLES:

- Summary of flow characterizations and I&I for each LS basin and gravity sewershed.
- Prioritized list of areas with excessive I&I.
- Recommendations for additional investigations in each priority area.

KEY ASSUMPTIONS:

- Four rain gauges will be installed during the 60-day flow monitoring period.
- The I&I study will not include pipe-by-pipe rehabilitation recommendations, but instead break the collection system neighborhood level (20,000 LF of pipe or less) recommendations for further investigation.

5 UTILITY MASTER PLAN

5.1 COST ESTIMATES OF RECOMMENDED IMPROVEMENTS

- Prepare planning-level Engineer's Opinion of Probable Construction Costs for recommended water, wastewater, and natural gas system improvements. Costs will be presented in 2021 dollars. Costs associated with engineering and construction contingencies will be included.

5.2 DRAFT AND FINAL UTILITY MASTER PLAN

- Prepare the draft Utility Master Plan (UMP) summarizing the project effort for review and comment by the City (submitted in PDF format to City). The UMP will include:
 - Background information/master plan goals
 - Summary of data collection and evaluation efforts
 - Population/demand projections
 - Model development details
 - Description of modeled scenarios and results
 - Capital Improvement Plan
 - Capital improvement projects
 - Planning-level cost estimates

- Recommended project phasing
 - Project fact sheets intended for grant applications
- Meet with the City to discuss the draft UMP and receive comments.
- Following the review meeting, finalize the draft UMP by incorporating the City's comments.

DELIVERABLES:

- Draft and Final UMP in PDF format.
- Final SewerGEMS, WaterGEMS, and AFT Arrow models and ArcGIS data collected and developed for the Plan.

KEY ASSUMPTIONS:

- The cost opinions' accuracy range will be a Class 4 estimate, in accordance with the Association for the Advancement of Cost Engineering International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition. A conceptual design is expected to be a Class 4 estimate at the conceptual design phase, with a range of accuracy of -15 percent to +50 percent.

PROJECT SCHEDULE

Jones Edmunds will begin working on this project within two weeks of receipt of a signed notice to proceed. Completion of the project is expected to take one year. The estimated project schedule is show below.

Task	Duration (Days)	Days from NTP
Task 1 – Project Management and Existing Data Collection	60	60
Task 2 – Field Data Collection	90	150
Task 3 – Flow Model Development	120	270
Task 4 – Infiltration and Inflow Analysis (Optional)	60	330
Task 5 – Utility Master Plan	90	360

COMPENSATION

Jones Edmunds proposes to complete the Scope of Services as described herein for a lump sum fee of \$498,430. A detailed fee schedule is provided below.

Task	Total Cost
Task 1 – Project Management and Existing Data Collection	\$64,100
Task 2 – Field Data Collection	\$173,640
Task 3 – Flow Model Development	\$103,340
<i>Task 4 – Infiltration and Inflow Analysis (Optional Task)</i>	<i>\$73,950</i>
Task 5 – Utility Master Plan	\$83,400
Total Fee	\$498,430
Total Fee (without Task 4)	\$424,480

File Attachments for Item:

8. City Council Resolution No. 2021-062 - A resolution of the City Council of the City of Lake City, Florida, authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Agreement with the Florida Department of Corrections for the purpose of establishing and maintaining support during an actual or anticipated emergency or escape at the Department's Columbia Correctional Institution or Lake City Work Release Center.

CITY COUNCIL RESOLUTION NO. 2021-062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY, BY AND THROUGH THE LAKE CITY POLICE DEPARTMENT, TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING SUPPORT DURING AN ACTUAL OR ANTICIPATED EMERGENCY OR ESCAPE AT THE DEPARTMENT'S COLUMBIA CORRECTIONAL INSTITUTION OR LAKE CITY WORK RELEASE CENTER.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), by and through the City of Lake City Police Department (hereinafter "LCPD"), and the Florida Department of Corrections (hereinafter "FDC"), desire to enter into a Memorandum of Agreement pursuant to Section 163.01 (Florida Interlocal Cooperation Act of 1969, Florida Statutes, (2014)); and

WHEREAS, the Memorandum of Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency or escape at the FDC's Columbia Correctional Institution or Lake City Work Release Center (hereinafter the "Institution"); and

WHEREAS, the City Council finds that it is in the City's best interest and the best interest of its citizens to enter into the *Memorandum of Agreement Between the Florida Department of Corrections and Lake City Police Department* (hereinafter the "Agreement") pursuant to the terms and conditions of said Agreement, a copy of which is available for inspection, subject to lawful exemptions, at the LCPD.

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

Section 1. The above recitals are all true and accurate and are incorporated

herein and made a part of this Resolution.

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

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

9. City Council Resolution No. 2021-063 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through the Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide backup law enforcement services as needed.

CITY COUNCIL RESOLUTION NO. 2021-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY, BY AND THROUGH THE LAKE CITY POLICE DEPARTMENT, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF VETERANS AFFAIRS TO PROVIDE BACKUP LAW ENFORCEMENT SERVICES AS NEEDED.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Department of Veterans Affairs (hereinafter the "VA") to provide backup law enforcement services as described in the attached memorandum of understanding, incorporated and made a part of this resolution (hereinafter the "MOU").

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

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to execute and enter the attached memorandum of understanding with the VA.

(Remainder of page intentionally left blank.)

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

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



**U. S. DEPARTMENT OF VETERANS AFFAIRS
NORTH FLORIDA/SOUTH GEORGIA
VETERANS HEALTH SYSTEM
1601 SW Archer Road
Gainesville, Florida 32608**

March 31, 2021.

Chief Argatha Gilmore
Lake City Police Department
225 N.W. Main Boulevard
Lake City, Florida 32055

Dear Chief Gilmore,

1. The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies. I am writing to update the Memorandum of Understanding between the Department of Veteran Affairs Medical Center (VAMC), located at 619 S. Marion Avenue, Lake City, Florida 32025, which encompasses the Lake City VA Primary Clinic located at 484 SW Commerce Drive, Lake City, FL 32025 and the Lake City Police Department.
2. All properties under the control or ownership of the VA are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA medical center grounds.
3. For clarity it is imperative that we enter into a memorandum of understanding outlining agency responsibilities and expectations.
4. Although our VA Police Officers are highly trained and experienced in meeting most disturbances and other related police functions without the need for civil intervention or assistance, we may still encounter certain situations that would require your department's assistance.
5. These needs would include, but may not be limited to the following situations where your department's assistance would be required:
 - a. Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - b. Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.

c. Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicle.

d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.

e. To assist confirming the identification of wanted subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest by civil law enforcement agencies. VA Police would execute the detention and physical arrest of subjects under Federal warrants.

f. To provide additional officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to patients, visitors, medical staff, or themselves.

g. Provide assistance in the transportation of prisoner's who have been arrested at the VA Medical Center on occasions when there are only two VA Police officers on-duty.

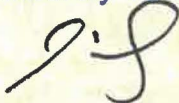
h. Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from the Lake City Police Department. This assistance may range from establishing, preserving and/or controlling the scene, to performing as the lead investigative agency.

Chief Gilmore, if you concur with this support agreement, please sign two copies, retaining a copy for your files and returning a copy to us.

If you should have any questions or concerns regarding this matter or any other issue, please feel free to contact me at 352-548-6000 extension 7033.

We look forward to maintaining a close and professional working relationship with your department.

Sincerely Yours,



Edward Avila
Chief, VA Police
North Florida/South Georgia Veterans Health System

I concur with this agreement: _____

Argatha Gilmore, Chief

Date: _____

File Attachments for Item:

10. Discussion and Possible Action - Growth Management Director Dave Young is requesting to change the Building Inspector Apprentice position to Administrative Assistant.

Meeting Date
April 19, 2021

City of Lake City *Report to Council*

AGENDA	
Section	
Item No.	

SUBJECT: **Reclassification of existing position**

DEPT. / OFFICE: **GROWTH MANAGEMENT**

Originator: David C Young, Director of Growth Management		
City Manager JOSEPH HEFENBERGER	Department Director DAVID YOUNG	Date 03/11/21
Recommended Action: Change the Building Inspector Apprentice position to Administrative Assistant		
Summary Explanation & Background: <p>Growth Management is not receiving qualified applicants to fill the Building Inspector Apprentice position and with the use of virtual inspections, I can keep up with the inspection schedule and not have to use my time driving around the city to perform inspections in person. This allows for me the time to perform my duties as director of Growth Management.</p> <p>Growth Management needs an administrative assistant that can process all the paperwork that is required for this department which includes all three sections of Growth Management (Permitting and Inspections, Planning and Zoning and Code Enforcement).</p> <p>Both positions are the same grade level so there will be no increase in budgeting.</p>		
Alternatives: Growth Management continues with the paperwork load that affects the time that staff can perform their assigned duties of their position.		
Source of Funds: Already funded in current budget		
Financial Impact: There will be no Financial impact		
Exhibits Attached: None		