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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

December 16, 2024 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

**Revised: 12-12-2024 - Items #1 and 2 added**

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

### **Pledge of Allegiance**

**Invocation** - Vice Mayor - Council Member Chevella Young

### **Roll Call**

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

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

***Failure to abide by the rules of decorum will result in removal from the meeting.***

### **Approval of Agenda**

### **Proclamations**

- [1.](#) In Recognition of Senator Jennifer Bradley
- [2.](#) In Recognition of Representative Chuck Brannan

### **Public Participation - Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

### **Approval of Consent Agenda**

3. Minutes - December 2, 2024 Council Workshop Photo Session
4. City Council Resolution No. 2024-140 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to continue the Learning for Life Youth Protection Training Program for youth ages 14-20; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2024-141 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to implement a new Youth Protection Training Program for youth ages 10-13; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
6. City Council Resolution No. 2024-143 - A resolution of the City Council of the City of Lake City, Florida, conditionally approving the final plat of Vanessa's Cove, a minor subdivision, pursuant to plat application SD 24-01 submitted by Twentyeight Fourteen, LLC, a Florida Limited Liability Company; providing conditions; providing direction to the Mayor, City Clerk, and City Attorney; providing for recording; providing for resolution of conflicts; providing for severability; and providing an effective date.
7. City Council Resolution No. 2024-144 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 002-2025 for Fire Extinguisher Services; accepting the bid from Fire Shield Fire Protection, LLC, a Florida Limited Liability Company, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor

to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

- [8.](#) City Council Resolution No. 2024-145 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, a Nonprofit Organization; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [9.](#) City Council Resolution No. 2024-146 - A resolution of the City of Lake City, Florida, approving Change Order Number Four to that certain contract between the City and SGS Contracting Services, Inc. as said contract was approved and adopted pursuant to City of Lake City Resolution No 2023-099; pursuant to said Change Order Number Four extending the date of substantial completion and the final payment date for the Rehabilitation Project at the City of Lake City's Waste Water Treatment Plant; making certain findings of fact in support of the City approving said Change Order; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.
- [10.](#) City Council Resolution No. 2024-147 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 003-2025 for the SR-47 Infrastructure Extensions Project; accepting the bid from Florida Fill & Grading, Inc., a Florida Corporation, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **Presentations**

- [11.](#) Affordable Housing Initiative - Introduction to Accessory Dwelling Units and Tiny Homes (Principal Planner Bryan Thomas)

## **Old Business**

### Ordinances

### **Open Quasi - Judicial Hearing**

- [12.](#) City Council Ordinance No. 2024-2298 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of

Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-04, by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Commercial County to Commercial City of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advance Auto Parts at the SW corner of Highway 90 and Branford Highway.)

Passed on first reading 12/2/24

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Close Quasi - Judicial Hearing**

Adopt City Council Ordinance No. 2024-2298 on final reading

**Open Quasi - Judicial Hearing**

- 13.** City Council Ordinance No. 2024-2299 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-05, submitted by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from Commercial Intensive County (CI Co) to Commercial Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advanced Auto Parts at the SW corner of Highway 90 and Branford Highway)

Passed on first reading 12/2/24

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

**Close Quasi - Judicial Hearing**

Adopt City Council Ordinance No. 2024-2299 on final reading

Resolutions - None

Other Items

14. Don Rosenthal, City Manager - Six-Month Evaluation

**New Business**

Ordinances - None

Resolutions - None

Other Items - None

**Departmental Administration** - None

**Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**UPCOMING DATES OF INTEREST**

January 20, 2025 - 10:00AM - Martin Luther King, Jr. Parade

**YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:

<https://www.youtube.com/c/CityofLakeCity>

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

*proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

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

**File Attachments for Item:**

1. In Recognition of Senator Jennifer Bradley



# Proclamation

## IN RECOGNITION OF SENATOR JENNIFER BRADLEY

**WHEREAS,** *In 2020 Jennifer Bradley was elected to the Florida Senate and has been reelected subsequently; and*

**WHEREAS,** *Senator Bradley is a champion for District 6 which encompasses Baker, Bradford, Clay, Columbia, Gilchrist, Union, and a portion of Alachua County; and*

**WHEREAS,** *Senator Bradley has chaired several committees such as the Community Affairs Committee, Select Subcommittee on Congressional Reappointment, Appropriations Committee on Criminal and Civil Justice and Regulated Industries Committee during her tenure; and*

**WHEREAS,** *Senator Bradley plays an integral role in funding major Lake City Columbia County projects. A few examples are: In 2021, Florida Gateway College Olustee Campus Public Safety Facility \$652,628 and Florida Gateway College replacement of buildings 8 and 9 for \$6,148,625; In 2022, Lake City West Side Fire Station \$500,000 and North Florida Mega Industrial Park Parkway \$2,959,000; In 2023, North Florida Mega Industrial Park Water Plant \$5,716,000, Southwest Bascom Norris Road Improvements \$1,237,500, Columbia County/Florida Gateway Fairgrounds \$985,000, Lake City Public Safety Building Generator and HVAC Replacement \$422,000; In 2024, Sports Complex Phase 1 \$750,000, Ellisville I-75 Interchange/US 41 Improvement Project \$3,000,000, Northwest Bell Street Extension \$1,000,000 and Enforcement/EMS Communications Tower \$800,000; and*


**WHEREAS,** *The City of Lake City by this recognition, wishes to publicly acknowledge and express our sincere appreciation to Senator Bradley for her unwavering support and remarkable impact on the local community. The City of Lake City is looking forward to working with you in the upcoming legislative year.*

**NOW, THEREFORE, I,** Noah Walker, Mayor of the City of Lake City, Florida, and on behalf of the members of the City Council do hereby recognize Senator Bradley for her dedicated public service and support to the citizens of Lake City.



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 16<sup>th</sup> day of December 2024.*

  
\_\_\_\_\_  
Noah Walker, Mayor  
City of Lake City

**File Attachments for Item:**

2. In Recognition of Representative Chuck Brannan

# Proclamation

## IN RECOGNITION OF REPRESENTATIVE CHUCK BRANNAN

**WHEREAS,** *In 2018 Chuck Brannan was elected to the Florida House of Representatives and has been reelected subsequently; and*

**WHEREAS,** *Representative Brannan is a champion for District 10 which encompasses Baker, Bradford, Columbia, Union, and a portion of Alachua County; and*

**WHEREAS,** *Representative Brannan has chaired many committees such as the Gaming Regulation Committee, Criminal Justice and Public Safety Committee, Justice Appropriations Committee and the Judiciary Committee during his tenure; and*

**WHEREAS,** *Representative Brannan plays an integral role in funding major Lake City Columbia County projects. A few examples are: In 2019, North Florida Mega Industrial Park Rail Extension \$750,000; In 2021, Florida Gateway College Olustee Campus Public Safety Facility \$652,628 and Florida Gateway College replacement of buildings 8 and 9 for \$6,148,625; In 2022, Lake City West Side Fire Station \$500,000 and North Florida Mega Industrial Park Parkway \$2,959,000; In 2023, North Florida Mega Industrial Park Water Plant \$5,716,000, Southwest Bascom Norris Road Improvements \$1,237,500, Columbia County/Florida Gateway Fairgrounds \$985,000, Lake City Public Safety Building Generator and HVAC Replacement \$422,000; In 2024, Sports Complex Phase 1 \$750,000, Ellisville I-75 Interchange/US 41 Improvement Project \$3,000,000, Northwest Bell Street Extension \$1,000,000 and Enforcement/EMS Communications Tower \$800,000; and*

**WHEREAS,** *The City of Lake City by this recognition, wishes to publicly acknowledge and express our sincere appreciation to Representative Brannan for his unwavering support and remarkable impact on the local community. The City of Lake City is looking forward to working with you in the upcoming legislative year.*

**NOW, THEREFORE, I,** Noah Walker, Mayor of the City of Lake City, Florida, and on behalf of the members of the City Council do hereby recognize Representative Chuck Brannan for his dedicated public service and support to the citizens of Lake City.



Seal of the City of Lake City  
State of Florida

*In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 16<sup>th</sup> day of December 2024.*

A handwritten signature in black ink, appearing to read "Noah Walker", is written over a horizontal line.

Noah Walker, Mayor  
City of Lake City

**File Attachments for Item:**

3. Minutes - December 2, 2024 Council Workshop Photo Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on December 2, 2024 beginning at 5:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida.

## PRESENT:

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

## 1. CITY COUNCIL PHOTO SESSION

The purpose of this workshop is to hold a City Council Photo Session with Diana Hunt (Diana Hunt Joy Photography). No official minutes were taken.

## 2. ADJOURNMENT

**All matters being handled, the workshop adjourned at 5:50 P.M.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

4. City Council Resolution No. 2024-140 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to continue the Learning for Life Youth Protection Training Program for youth ages 14-20; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

|                     |
|---------------------|
| <b>MEETING DATE</b> |
| 12-16-24            |
|                     |
|                     |

# CITY OF LAKE CITY

## Report to Council

|                       |  |
|-----------------------|--|
| <b>COUNCIL AGENDA</b> |  |
| <b>SECTION</b>        |  |
| <b>ITEM NO.</b>       |  |

**SUBJECT:**                   **Explorers Post 386: Renewal MOU**  
**Middle School Explorers Post: New MOU**

**DEPT / OFFICE:**   **Police Department**

**Originator:**

Chief of Police Gerald Butler

**City Manager**

Don Rosenthal

**Department Director**

Gerald Butler

**Date**

11-14-24

**Recommended Action:**

Renew the current MOU with Learning For Life (Boy Scouts of America) per Resolution 2024-019 now to coincide with a new MOU for the Middle School Explorers Post the Lake City Police Department is creating. This would allow for expiration dates to coincide.

**Summary Explanation & Background:** The Lake City Police Department is looking for ways to reach youth ages 10-13 and feels the implementation of a Middle School Explorer Club would provide a positive experience. The current Explorer Post 386 is for youth ages 14-20.

**Alternatives:**

Continue seeking ways for community outreach to middle-school aged youth.

**Source of Funds:**

Would use funds already set aside in budget for Explorers 001.11.521-030.52

**Financial Impact:**

None

**Exhibits Attached:**

- Two Annual Memorandums of Understanding requiring the Mayor's signature
- Copy of current Resolution 2024-019

## RESOLUTION NO 2024 - 140

### CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, INC., A NONPROFIT ORGANIZATION OPERATED BY THE BOY SCOUTS OF AMERICA, TO CONTINUE THE LEARNING FOR LIFE YOUTH PROTECTION TRAINING PROGRAM FOR YOUTH AGES 14-20; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on February 20, 2024, the City of Lake City, Florida, (the "City") entered into an agreement in the form of a Memorandum of Understanding with Learning For Life, Inc., a nonprofit organization operated by the Boy Scouts of America, pursuant to Resolution 2024-019 (the "Agreement"); and

**WHEREAS**; the Learning for Life Youth Protection Training program provides youth development programs; and

**WHEREAS**, the Explorer Post 0386 program currently implemented under the Agreement, which targets youth ages 14-20, is due to expire and the City would like to continue the same; and

**WHEREAS**, the funding allocated in the current budget can be utilized to support the Agreement; and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now therefore;

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and



5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



Check One: Middle School Explorer Club  Explorer Post   
 New Post/Club  Renewal (Unit No.) 386

# Annual Memorandum of Understanding

Lake City Police Dept. has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation (“Learning for Life”), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Middle School Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Middle School Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Middle School Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Learning for Life Youth Protection training. The training is available at [exploring.learningforlife.org](http://exploring.learningforlife.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

This program is part of Learning for Life’s education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

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

EXHIBIT-NOT FOR EXECUTION  
 \_\_\_\_\_  
 Signature of organization head or designee

EXHIBIT-NOT FOR EXECUTION  
 \_\_\_\_\_  
 Signature of Learning for Life representative

\_\_\_\_\_  
 (Print name)

\_\_\_\_\_  
 (Print name)

**EXHIBIT TO  
 RESOLUTION**

**NOT FOR  
 EXECUTION**

TJK/alj  
01/29/2024

**CITY COUNCIL RESOLUTION NO. 2024-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A FOREIGN NON-PROFIT CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS "EXPLORING YOUTH PROTECTION" TRAINING.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it to be in the City's best interests to enter into a Memorandum of Understanding (hereinafter the "MOU") with Learning for Life, which operates and maintains a program known as Exploring Youth Protection training (hereinafter "Exploring"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew its MOU with Learning for Life and the corresponding *Addendum One to Annual Memorandum of Understanding* (hereinafter the Addendum), a copy of which are attached hereto and made a part of this resolution.

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

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

**Section 2.** The City, by and through the LCPD and Mayor, is hereby authorized to renew the MOU with Learning for Life Exploring training.

*[Remainder of page left blank intentionally.]*

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

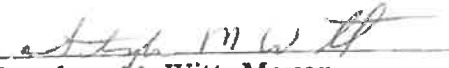
SCANNED

3-20-24 sk

**Section 3.** The Mayor is authorized and directed to execute and deliver the MOU and Addendum in the name of, and on behalf of, the City.

**PASSED AND ADOPTED** by the City Council on the 20<sup>th</sup> day of February 2024.


**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

By:   
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:   
Thomas J. Kennon, III,  
City Attorney



Check One: Middle School Explorer Club  Explorer Post   
New Post/Club  Renewal (Unit No.) 0386

## Annual Memorandum of Understanding

Lake City Police Dept  
Explorer Post 0386

has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

**Middle School Explorer Clubs only:**

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Middle School Explorer Club participants.

**Explorer Posts only:**

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

**Middle School Explorer Clubs and Explorer Posts:**

- Ensuring that all participating adults complete the required Learning for Life Youth Protection training. The training is available at [exploring.learningforlife.org](http://exploring.learningforlife.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

This program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: 2/29/24

*Stephen M. Witt*  
Signature of organization head or designee

Stephen M. Witt  
(Print name)

DocuSigned by:  
*Joseph Orr*  
Signature of Learning for Life representative

Joseph Orr  
(Print name)

800-737  
Revised August 2014

**File Attachments for Item:**

5. City Council Resolution No. 2024-141 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America, to implement a new Youth Protection Training Program for youth ages 10-13; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## RESOLUTION NO 2024 - 141

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, INC., A NONPROFIT ORGANIZATION OPERATED BY THE BOY SCOUTS OF AMERICA, TO IMPLEMENT A NEW YOUTH PROTECTION TRAINING PROGRAM FOR YOUTH AGES 10-13; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on February 20, 2024, the City of Lake City, Florida, (the “City”) entered into an agreement in the form of a Memorandum of Understanding with Learning For Life, Inc., a nonprofit organization operated by the Boy Scouts of America, pursuant to Resolution 2024-019 (the “Agreement”); and

**WHEREAS**, the Learning for Life Youth Protection Training program provides youth development programs, and the City currently implements the Explorers Post 0386 program, serving the City’s youth ages 14-20; and

**WHEREAS**, the City recognizes the need to expand and enhance youth programming by reaching younger age groups, specifically youth ages 10-13, as part of ongoing efforts to create more inclusive and impactful services; and

**WHEREAS**, the City would like to implement the Middle School Explorers Post that will serve the City’s youth population aged 10-13, and believes that this implementation will provide a positive experience for this age group; and

**WHEREAS**, the funding allocated in the current budget can be utilized to support the Agreement; and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now therefore;

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public interest and in the interests of the City; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney





Check One: Middle School Explorer Club  Explorer Post   
New Post/Club  Renewal (Unit No.) \_\_\_\_\_

# Annual Memorandum of Understanding

Lake City Police Dept. has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

**Middle School Explorer Clubs only:**

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Middle School Explorer Club participants.

**Explorer Posts only:**

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

**Middle School Explorer Clubs and Explorer Posts:**

- Ensuring that all participating adults complete the required Learning for Life Youth Protection training. The training is available at [exploring.learningforlife.org](http://exploring.learningforlife.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

This program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

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

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
Signature of organization head or designee

\_\_\_\_\_  
(Print name)

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
Signature of Learning for Life representative

\_\_\_\_\_  
(Print name)

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

TJK/alj  
01/29/2024

**CITY COUNCIL RESOLUTION NO. 2024-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, A FOREIGN NON-PROFIT CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS "EXPLORING YOUTH PROTECTION" TRAINING.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it to be in the City's best interests to enter into a Memorandum of Understanding (hereinafter the "MOU") with Learning for Life, which operates and maintains a program known as Exploring Youth Protection training (hereinafter "Exploring"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew its MOU with Learning for Life and the corresponding *Addendum One to Annual Memorandum of Understanding* (hereinafter the Addendum), a copy of which are attached hereto and made a part of this resolution.

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

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

**Section 2.** The City, by and through the LCPD and Mayor, is hereby authorized to renew the MOU with Learning for Life Exploring training.

*[Remainder of page left blank intentionally.]*

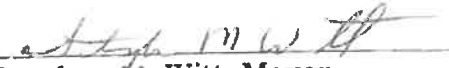
SCANNED

20-24/2k

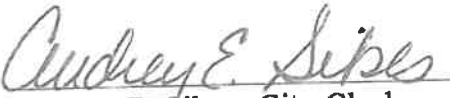
**Section 3.** The Mayor is authorized and directed to execute and deliver the MOU and Addendum in the name of, and on behalf of, the City.

**PASSED AND ADOPTED** by the City Council on the 20<sup>th</sup> day of February 2024.


**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

By:   
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:   
Thomas J. Kennon, III,  
City Attorney



Check One: Middle School Explorer Club  Explorer Post   
New Post/Club  Renewal (Unit No.) 0386

## Annual Memorandum of Understanding

Lake City Police Dept  
Explorer Post 0386

has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

**Middle School Explorer Clubs only:**

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Middle School Explorer Club participants.

**Explorer Posts only:**

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

**Middle School Explorer Clubs and Explorer Posts:**

- Ensuring that all participating adults complete the required Learning for Life Youth Protection training. The training is available at [exploring.learningforlife.org](http://exploring.learningforlife.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

This program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: 2/29/24

*Stephen M. Witt*  
Signature of organization head or designee

Stephen M. Witt  
(Print name)

DocuSigned by:  
*Joseph Orr*  
Signature of Learning for Life representative

Joseph Orr  
(Print name)

800-737  
Revised August 2014

**File Attachments for Item:**

6. City Council Resolution No. 2024-143 - A resolution of the City Council of the City of Lake City, Florida, conditionally approving the final plat of Vanessa's Cove, a minor subdivision, pursuant to plat application SD 24-01 submitted by Twentyeight Fourteen, LLC, a Florida Limited Liability Company; providing conditions; providing direction to the Mayor, City Clerk, and City Attorney; providing for recording; providing for resolution of conflicts; providing for severability; and providing an effective date.

## **RESOLUTION NO 2024 - 143**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONDITIONALLY APPROVING THE FINAL PLAT OF VANESSA'S COVE, A MINOR SUBDIVISION, PURSUANT TO PLAT APPLICATION SD 24-01 SUBMITTED BY TWENTYEIGHT FOURTEEN, LLC, A FLORIDA LIMITED LIABILITY COMPANY; PROVIDING CONDITIONS; PROVIDING DIRECTION TO THE MAYOR, CITY CLERK, AND CITY ATTORNEY; PROVIDING FOR RECORDING; PROVIDING FOR RESOLUTION OF CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, TwentyEight Fourteen, LLC, a Florida limited liability company (the "Applicant") filed Application SD 24-01 (the "Petition"), seeking the approval of the plat of Vanessa's Cove, a minor subdivision (the "Plat"), as described in the Exhibit attached hereto, and generally identified by tax parcel identification number 06085-000 (the "Property"); and

**WHEREAS**, the City's professional staff recommends approval of the Plat subject to the conditions set forth herein; and

**WHEREAS**, pursuant to the City's Code of Ordinances and applicable law, a public meeting has been advertised setting forth the date, time and place of the meeting regarding the review of the Petition; and

**WHEREAS**, the City Council has examined the Petition, considered staff recommendations, and determined the Petition is in compliance with the City's Land Development Regulations, subject to the conditions set forth herein; and

**WHEREAS**, the City Council finds approving the Petition and the Plat is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

1. Approving the Petition and the Plat is in the public or community interest and for the public welfare; and
2. The Petition and the Plat are approved and adopted subject to the Applicant obtaining, at the Applicant's expense, and prior to the full approval and recording of the final plat, a certificate from the Executive Director of Utilities (or his designee) certifying the Applicant has posted bond or installed the required improvements set forth in the Plat and/or the Land Development Regulations, if any; and
3. Upon fulfillment of the conditions set forth herein, the Mayor, City Clerk, and City Attorney are authorized and directed to sign the face of the Plat and to execute any other documents

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required and necessary for approval of the Plat consistent with and to implement the intent of this Resolution, subject to review by the City Attorney; and

4. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



**GROWTH MANAGEMENT**  
 205 North Marion Ave  
 Lake City, Florida 32055  
 Telephone (386) 719-5750  
 growthmanagement@lcfla.com

**FOR PLANNING USE ONLY**

Application # 5024-01  
 Application Fee \$ \_\_\_\_\_  
 Receipt No. \_\_\_\_\_  
 Filing Date \_\_\_\_\_  
 Completeness Date \_\_\_\_\_

# Minor/Major Subdivision – Preliminary/Final Plat

Minor Subdivision (Four (4) or less lots) \$400.00

Major Subdivision (Five (5) or more lots) \$750.00

**A. PROJECT INFORMATION**

1. Project Name: Vanessa's Cove
2. Address of Subject Property: 331 NW Green Lake Ave, Lake City, FL 32055
3. Parcel ID Number(s): 06085-000
4. Future Land Use Map Designation: Residential
5. Zoning Designation: Residential
6. Acreage: 0.405
7. Existing Use of Property: RO
8. Proposed use of Property: Residential
9. Type of Development (Check All That Apply):  
 Increase of floor area to an existing structure: Total increase of square footage \_\_\_\_\_  
 New construction: Total square footage \_\_\_\_\_  
 Relocation of an existing structure: Total square footage \_\_\_\_\_

**B. APPLICANT INFORMATION**

1. Applicant Status  Owner (title holder)  Agent
2. Name of Applicant(s): Sylvester Warren / Vanessa George Title: Owners  
 Company name (if applicable): Twenty Eight Fourteen, LLC  
 Mailing Address: 9305 NE Lee County Parkway  
 City: Lake City State: FL Zip: 32055  
 Telephone: (407) 748-1476 Fax: ( ) Email: \_\_\_\_\_

**PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.**

3. If the applicant is agent for the property owner\*.  
 Property Owner Name (title holder): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from government officials regarding government business is subject to public records requests. Your e-mail address and communications may be subject to public disclosure.**

**\*Must provide an executed Property Owner Affidavit Form authorizing the agent to act on behalf of the property owner.**

**EXHIBIT TO RESOLUTION**

**NOT FOR EXECUTION**



**C. ADDITIONAL INFORMATION**

1. Is there any additional contract for the sale of, or options to purchase, the subject property?  
 If yes, list the names of all parties involved: \_\_\_\_\_  
 If yes, is the contract/option contingent or absolute:  Contingent  Absolute
2. Has a previous application been made on all or part of the subject property?  
 Future Land Use Map Amendment:  Yes  No  
 Future Land Use Map Amendment Application No. CPA \_\_\_\_\_  
 Site Specific Amendment to the Official Zoning Atlas (Rezoning):  Yes  No  
 Site Specific Amendment to the Official Zoning Atlas (Rezoning) Application No. \_\_\_\_\_  
 Variance:  Yes  No  
 Variance Application No. V \_\_\_\_\_  
 Special Exception:  Yes  No  
 Special Exception Application No. SE \_\_\_\_\_

**D. ATTACHMENT/SUBMITTAL REQUIREMENTS**

1. Vicinity Map – Indicating general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and adjacent land use.
2. Site Plan – Including, but not limited to the following:
  - a. Name, location, owner, and designer of the proposed development.
  - b. Present zoning for subject site.
  - c. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties.
  - d. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.
  - e. Area and dimensions of site (Survey).
  - f. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, and gutters.
  - g. Access to utilities and points of utility hook-up.
  - h. Location and dimensions of all existing and proposed parking areas and loading areas.
  - i. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).
  - j. Location and size of any lakes, ponds, canals, or other waters and waterways.
  - k. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.
  - l. Location of trash receptacles.
  - m. For multiple-family, hotel, motel, and mobile home park site plans:
    - i. Tabulation of gross acreage.
    - ii. Tabulation of density.
    - iii. Number of dwelling units proposed.
    - iv. Location and percent of total open space and recreation areas.
    - v. Percent of lot covered by buildings.

- vi. Floor area of dwelling units.
  - vii. Number of proposed parking spaces.
  - viii. Street layout.
  - ix. Layout of mobile home stands (for mobile home parks only).
3. Stormwater Management Plan—Including the following:
  - a. Existing contours at one foot intervals based on U.S. Coast and Geodetic Datum.
  - b. Proposed finished elevation of each building site and first floor level.
  - c. Existing and proposed stormwater management facilities with size and grades.
  - d. Proposed orderly disposal of surface water runoff.
  - e. Centerline elevations along adjacent streets.
  - f. Water management district surface water management permit.
4. Fire Department Access and Water Supply Plan: The Fire Department Access and Water Supply Plan must demonstrate compliance with Chapter 18 of the Florida Fire Prevention Code, be located on a separate signed and sealed plan sheet, and must be prepared by a professional fire engineer licensed in the State of Florida. The Fire Department Access and Water Supply Plan must contain fire flow calculations in accordance with the Guide for Determination of Required Fire Flow, latest edition, as published by the Insurance Service Office (“ISO”) and/or Chapter 18, Section 18.4 of the Florida Fire Prevention Code, whichever is greater.
5. Concurrency Impact Analysis: Concurrency Impact Analysis of impacts to public facilities. For commercial and industrial developments, an analysis of the impacts to Transportation, Potable Water, Sanitary Sewer, and Solid Waste impacts are required.
6. Comprehensive Plan Consistency Analysis: An analysis of the application’s consistency with the Comprehensive Plan (analysis must identify specific Goals, Objectives, and Policies of the Comprehensive Plan and detail how the application complies with said Goals, Objectives, and Policies).
7. Legal Description with Tax Parcel Number (In Word Format).
8. Proof of Ownership (i.e. deed).
9. Agent Authorization Form (signed and notarized).
10. Proof of Payment of Taxes (can be obtained online via the Columbia County Tax Collector’s Office).
11. Fee. The application fee for a Minor Site and Development Plan Application is \$400 and for a Major Site and Development Plan Application is \$750.00. No application shall be accepted or processed until the required application fee has been paid.

12. All property owners within three hundred (300) feet be notified by certified mail by the proponent and proof of the receipt of these notices be submitted as part of the application package submittal.

*The Growth Management Department shall supply the name and addresses of the property Owners, the notification letters and the envelopes to the proponent.*

13. Minor Subdivision is not required to be heard by the Planning and Zoning Board. A Minor Subdivision is only required to have City Council approval.

**NOTICE TO APPLICANT**

All twelve (12) attachments are required for a complete application. Once an application is submitted and paid for, a completeness review will be done to ensure all the requirements for a complete application have been met. If there are any deficiencies, the applicant will be notified in writing.

A total of two (2) paper copies of proposed site plan application and all support materials must be submitted along with one (1) PDF copy or on a CD. See City of Lake City submittal guidelines for additional submittal requirements.

**THE APPLICANT ACKNOWLEDGES THAT THE APPLICANT OR AGENT MUST BE PRESENT AT THE PUBLIC HEARING BEFORE THE PLANNING AND ZONING BOARD FOR MAJOR SUBDIVISIONS ONLY, AS ADOPTED IN THE BOARD RULES AND PROCEDURES, OTHERWISE THE REQUEST MAY BE CONTINUED TO A FUTURE HEARING DATE.**

I hereby certify that all of the above statements and statements contained in any documents or plans submitted herewith are true and accurate to the best of my knowledge and belief.

Sylvester Warren #1

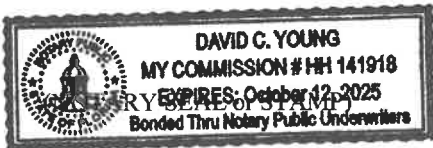
Applicant/Agent Name (Type or Print)

[Signature]  
Applicant/Agent Signature

10/21/24  
Date

STATE OF FLORIDA  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 21 day of Oct, 2024, by (name of person acknowledging).



[Signature]  
Signature of Notary  
David C Young  
Printed Name of Notary

Personally Known  OR Produced Identification   
Type of Identification Produced

**CITY OF LAKE CITY**  
**LAND DEVELOPMENT REGULATIONS**

ARTICLE FIVE. SUBDIVISION REGULATIONS

SECTION 5.1 APPENDICES

The appendices set forth in these land development regulations are made a part hereof and shall be used where required by these land development regulations.

SECTION 5.2 POLICY

5.2.1 It is hereby declared to be the policy of the City to consider the subdivision of land and the development of a subdivision plat as subject to the control of the City pursuant to the Comprehensive Plan for the orderly, planned, efficient, and economical development of the area.

5.2.2 Land to be subdivided shall:

1. Aid in the coordination of land development in accordance with orderly physical patterns.
2. Discourage haphazard, premature, uneconomic, or scattered land development.
3. Ensure safe and convenient traffic control.
4. Encourage development of an economically stable and healthful community.
5. Ensure adequate utilities.
6. Prevent periodic and seasonal flooding by providing adequate protective flood control and drainage facilities.
7. Provide public open spaces and/or parks for recreation.
8. Assure land subdivision with installation of adequate and necessary physical improvements.
9. Assure that citizens and taxpayers will not have to bear the costs resulting from haphazard subdivision of land and the lack of authority to require installation by the subdivider of adequate and necessary physical improvements.
10. Assure to the purchaser of land in a subdivision that necessary improvements of lasting quality have been installed.
11. Serve as one (1) of the several instruments of implementation for the Comprehensive Plan.

SECTION 5.3 PURPOSE

It is the intent of these land development regulations to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, convenience, prosperity and general welfare of the residents of the City.

SECTION 5.4 CONDITIONS

Regulation of the subdivision of land and the attachment of reasonable conditions to land subdivision is an exercise of valid police power delegated by the State to the City. The subdivider has the duty of compliance with reasonable conditions established by the City for design, dedication, improvement,

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

and restrictive use of the land so as to conform to the physical and economic development of the area and to the safety and general welfare of future property owners in the subdivision and of the community at large.

#### SECTION 5.5 CHARACTER OF THE LAND

Land which the City Council finds to be unsuitable for subdivision of development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or topography, utility easements, or other features which will reasonably be harmful to the health, safety and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas, shall not be subdivided or developed unless adequate methods are formulated by the subdivider and approved by the City Council to solve the problems created by the unsuitable land conditions.

#### SECTION 5.6 JURISDICTION

5.6.1 These land development regulations shall apply to all subdivisions of land, as defined herein, located within the incorporated area of the City.

5.6.2 No land shall be subdivided within any area subject to these land development regulations until:

1. The subdivider or his/her agent has obtained approval of the final plat by the City Council; and
2. The approved final plat is filed with the Clerk of the Circuit Court of the County.

5.6.3 No building permit shall be issued for any parcel or plat of land which was created by subdivision after the effective date, of and not in conformity with, the provisions of these land development regulations. No excavation of land or construction of any public or private improvements shall take place or be commenced except in conformity with these land development regulations.

#### SECTION 5.7 MAINTENANCE

Nothing in these land development regulations shall be construed as meaning that the City shall take over for maintenance any road, street, utilities, public parking or other public area, or drainage facility related thereto, except those designed and built in accordance with the City's requirements and accepted for maintenance by specific action by the City Council.

#### SECTION 5.8 PLATS STRADDLING LOCAL GOVERNMENT BOUNDARIES

Whenever access to the subdivision is required across land in another government's jurisdiction, the City Council may request assurance from that government's attorney that access is legally established, and that the access road is adequately improved or that a performance bond has been duly executed and is sufficient in amount to assure the construction of the access road.

#### SECTION 5.9 RESUBDIVISION OF LAND

5.9.1 Procedure for Resubdivision. For any change in a map of an approved or recorded subdivision plat, if such change affects any street layout shown on such map or area reserved thereon for public use, or any lot line, or if it affects any map or plan legally reached prior to the adoption of any regulations controlling subdivisions, such parcel shall be approved by the City Council by the same procedure, rules, and regulations as for a subdivision.

5.9.2 Procedure for Subdivisions Where Future Resubdivision is Indicated. Whenever a parcel of land is subdivided and the subdivision plat shows one (1) or more lots containing more than one (1) acre of land and where such lots could eventually be re-subdivided into smaller building sites, the City Council may require that such parcel of land allow for the future opening of streets and the ultimate extension of adjacent streets and utilities. Easements

providing for the future opening and extension of such streets may be made a requirement of the plat.

#### SECTION 5.10 SELF-IMPOSED RESTRICTIONS

If the subdivider places restrictions on any of the land contained in the subdivision greater than those required by these land development regulations, such restriction or reference thereto shall be indicated on the subdivision plat and/or recorded with the Clerk of the Circuit Court of the County.

#### SECTION 5.11 SUBDIVISION BY METES AND BOUNDS

The subdivision of any lot or parcel of land, by the use of metes and bounds description for the purpose of sale, transfer, or lease, shall be subject to all of the requirements of these land development regulations. Such subdivision of a parcel of land by the use of metes and bounds description for the purpose of sale, transfer or lease shall be subject to these subdivision regulations where two (2) or more developments which separately do not meet the literal definition of a subdivision but which collectively demonstrate at least one (1) of the following characteristics:

1. The same person has retained or shared control of the parcels within the developments;
2. The same person has ownership or a significant legal or equitable interest in the parcels within the developments
3. There is common management of the development controlling the form of physical development or disposition of parcels of the development,
4. There is a voluntary sharing of infrastructure that is indicative of common development, or
5. There is a common advertising theme or promotional plan for the parcels within the developments.

#### SECTION 5.12 SUBDIVISION NAME

Every subdivision shall be given a name by which it shall be legally known. Such name shall not be the same or similar to a subdivision name appearing on another recorded plat within the City so as to confuse the records or to mislead the public as to the identity of the subdivision, except when the subdivision is subdivided as an additional unit or section by the same subdivider or his or her successors in title. The name of the subdivision shall be shown in the dedication and shall coincide exactly with the subdivision name. The City Council shall have final authority to approve the names of subdivisions.

#### SECTION 5.13 VACATION AND ANNULMENT OF PLATS

The vacation and annulment of plats shall be according to Chapter 177, Florida Statutes, as amended. In addition, the City Council may, on its own motion, order the vacation and revision to acreage of all or any part of a subdivision within its jurisdiction including the vacation of streets or other parcels of land dedicated for public purposes or any of such streets or other parcels, when:

1. The plat of which subdivision was recorded as provided by law not less than five (5) years before the date of such action, and
2. In which subdivision or part thereof not more than ten (10) percent of the total subdivision area has been sold as lots by the original subdivider or his or her successor in title.

Such action shall be based on a finding by the City Council that the proposed vacation and reversion to acreage of subdivided land conforms to the Comprehensive Plan and that the public health, safety, economy, comfort, order, convenience, and welfare will be promoted thereby. Before acting on a proposal for vacation and reversion of subdivided land to acreage, the City Council shall hold a public hearing thereon with due public notice. No owner of any parcel of land in a subdivision shall be deprived by the reversion to acreage of all or any part of the subdivision of reasonable access to existing facilities to which such parcel has theretofore had access, provided that such access remaining or provided after

such vacation need not be the same as that theretofore existing, but shall be reasonably equivalent thereto. If land in a subdivision or part thereof is proposed for reversion to acreage, the City Council shall conduct proceedings for amending the zoning district designation of such acreage as may be deemed advisable in view of the conditions that will exist subsequent to such reversion to acreage.

#### SECTION 5.14 GENERAL PROCEDURE

- 5.14.1 Preparation of Plats. All preliminary and final plats shall be prepared and certified by a registered land surveyor and construction plans and specifications for required improvements shall be prepared and certified by a registered engineer.
- 5.14.2 Classification of Subdivisions. Whenever any subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any permit for the erection of a structure in such proposed subdivision shall be granted, the subdividing owner, or his or her authorized agent, shall apply for and secure approval of such proposed subdivision in accordance with the following procedure, which includes basically two (2) steps for a minor subdivision and four (4) steps for a major subdivision (see Section 2.1 for the definition of a major and minor subdivision):
1. Minor Subdivision
    - a. Pre-application Conference
    - b. Final Subdivision Plat
  2. Major Subdivision
    - a. Pre-application Conference
    - b. Preliminary Plat
    - c. Construction Plans
    - d. Final Subdivision Plat
- 5.14.3 Modified Procedure for Minor Subdivisions. Proposed subdivisions meeting the criteria of a minor subdivision as defined by these land development regulations in Section 2.1 shall not have to comply with Sections 5.16 and 5.8. A final plat may be prepared directly following the pre-application conference in accordance with the final plat procedure as outlined in Section 5.19.

#### SECTION 5.15 INFORMAL CONFERENCE

- 5.15.1 Prior to the submission of the preliminary plat and plat, a request shall be made by the subdivider for an informal conference with the Land Development Regulation Administrator. At the time of the request, the following information shall be submitted to and reviewed by the Land Development Regulation Administrator and other departments or agencies as may be requested by the Land Development Regulation Administrator prior to the conference:
1. Subdivision information as requested.
  2. Location map.
  3. Land inspection sketch or topographic survey.
  4. Photographs.
  5. Covenant or deed restrictions.
  6. Sewage disposal proposal; and

7. Other information if the subdivider wishes to present it at such time.

The conference shall be held within fifteen (15) days after said request is formally filed with the Land Development Regulation Administrator.

#### SECTION 5.16 SUBMISSION OF PRELIMINARY PLAT

Following the informal conference, the subdivider shall prepare a preliminary plat as required herein.

- 5.16.1 Prior to submission of the preliminary plat materials to the Planning and Zoning Board, the subdivider shall submit eighteen (18) copies of the preliminary plat materials as specified herein to the Land Development Regulation Administrator.
- 5.16.2 The Land Development Regulation Administrator shall transmit copies of the preliminary plat materials to the Water Management District and other appropriate departments or agencies as the case may require for review and comment.
- 5.16.3 Planning and Zoning Board Review of the Preliminary Plat. Following review of the materials by the departments or agencies, which received copies of the preliminary plat, the Planning and Zoning Board shall review the preliminary plat at a scheduled meeting as part of a previously prepared agenda, within thirty (30) days of receipt of the complete preliminary plat, to determine conformity with the Comprehensive Plan and these land development regulations. At the meeting, any person may appear in person or by agent. The Planning and Zoning Board shall recommend to the City Council approval, approval subject to conditions, or disapproval of the preliminary plat. In recommending approval subject to conditions or in recommending disapproval, the reasons for such action shall be stated in writing to the subdivider. Reference shall be made to the specific sections of these land development regulations, the Comprehensive Plan or other ordinances or regulations with which the preliminary plat does not comply.
- 5.16.4 The preliminary plat shall include topographic data, other required preliminary plans and a draft of any protective covenants. The preliminary plat shall include existing conditions as follows except when otherwise specified by the Planning and Zoning Board or City Council:
  1. Boundary lines, including bearings and distances.
  2. Easements, including locations, width and purpose.
  3. Streets on and adjacent to the tract: name and right-of-way width and location; type, width and elevation of surfacing; any legally established center line elevations; walks, curbs, gutters, culverts, etc.
  4. Ground elevations on the tract with a maximum contour interval of one (1) foot where overall slopes are zero (0) percent to two (2) percent, two (2) feet where slopes are over two (2) percent, based on United State Geodetic Survey Datum. These elevations shall be prepared by a registered land surveyor.
  5. Subsurface conditions on the tract; if required by the Planning and Zoning Board or City Council: location and results of tests made to ascertain subsurface soil, rock and ground water conditions; depth to ground water unless test pits are dry at a depth of five (5) feet; location and results of soil percolation tests if individual sewage disposal systems are proposed.
  6. Other conditions on the tract; watercourses, marshes, rock outcrop, wooded areas, isolated preservable trees one foot or more in diameter, houses, barns, shacks and other significant features.



7. Owners of adjacent unplatted land; for adjacent platted land refer to subdivision plat by name, recordation date, and number.
  8. Photographs: if required by the Planning and Zoning Board or City Council, including camera locations, directions of views and key numbers.
  9. Zoning: Zoning on and adjacent to the tract.
  10. Key plan: Key plan showing location of the tract.
  11. Title and certificates: present tract designation according to official records in office of appropriate recorder; title under which proposed subdivision is to be recorded, with names and addresses of owners, notation stating acreage, scale, north arrow, datum, benchmarks, certification of registered land surveyor and date of survey.
- 5.16.5 The preliminary plat shall be at a scale of one hundred (100) feet to one (1) inch or larger. It shall show all proposals including the following:
1. Streets: names; right-of-way and roadway widths; approximate grades and gradients; similar data for alleys, if any.
  2. Other rights-of-way or easements, including location width and purpose.
  3. Lot lines, lot numbers and block numbers.
  4. Sites, if any, to be reserved or dedicated for parks, playgrounds or other public uses.
  5. Minimum building setback lines.
  6. Number of residential lots, typical lots size, and acres in parks, etc.
  7. Title, scale, north arrow, and date.
- 5.16.6 Other Preliminary Plans. When required by the Planning and Zoning Board or City Council, the preliminary plat shall be accompanied by profiles showing existing ground surface and proposed street grades, including extensions for a reasonable distance beyond the limits of the proposed subdivision; and preliminary plan of proposed sanitary and storm water sewers with grades and sizes indicated. All elevations shall be based on a datum plan as specified within these land development regulations.
- 5.16.7 Draft of protective covenants whereby the subdivider proposes to regulate land use in the subdivision and otherwise protect the proposed development.
- 5.16.8 Following review by the Planning and Zoning Board, the City Council shall consider approval, approval with conditions, or disapproval of the preliminary plat at its next regularly scheduled meeting as part of a previously prepared agenda. The reasons for approving with conditions or disapproving shall be stated in writing to the subdivider. Reference should be made to the specific sections of these or other applicable ordinances or regulations with which the preliminary plat does not comply.
- 5.16.9 At this stage, if the proposed subdivision is an extensive and the City Council finds that development in stages is consistent with the intent and purpose of these land development regulations, the City Council, with the aid of the Land Development Regulation Administrator and appropriate departments shall, if approval of the preliminary plat and construction plans has been given, work out an agreement (or agreements) with the subdivider. This agreement (or agreements) shall include, but not to be limited to, provisions for carrying out the required construction and improvements to completion and the developing of the subdivision in stages.

This agreement (called the Subdivider's Agreement) shall constitute a covenant by the City Council and the subdivider of the subdivision. The terms and conditions of which shall run with the land and be binding upon all successors in interest to the subdivider.

- 5.16.10 Approval of the preliminary plat and construction plans by the City Council is authorization for the subdivider to proceed with site development and the installation of improvements in accordance with the approved construction plans, subject to the approval of other agencies having authority. In the event minor changes or deviations from the approved construction plans are necessary due to requirements caused by actual construction or other necessary causes, the City Council shall authorize such minor changes or deviations. If minor changes or deviations are authorized, the subdivider shall submit new construction plan materials as specified herein.

#### SECTION 5.17 CONSTRUCTION PLAN SPECIFICATIONS

Plans for the required improvements shall be prepared for the approval of the City Council either at the time of submission of the preliminary plat or prior to submission of the final plat to the City.

The City Council shall consider approval, approval with conditions or disapproval of the construction plans at a regularly scheduled meeting as part of a previously prepared agenda. The reasons for approving with conditions or disapproving shall be stated in writing to the subdivider. Reference should be made to the specific sections of these or other applicable ordinances or regulations with which the construction plans do not comply.

- 5.17.1 Required Materials for Submission. Six (6) sets of construction plans and necessary supporting material shall be submitted in accordance with the procedure outlined in these land development regulations.
- 5.17.2 Plans Specifications. Construction plans shall show the proposed locations, sizes, grades, and general design features of each facility and shall be drawn to a scale of one (1) inch represents one hundred (100) feet or larger and shall consist of the following:
1. A topographic map of the subdivision with a maximum contour interval of one (1) foot where overall slopes are zero (0) percent to two (2) percent, two (2) feet where slopes are over two (2) percent, based on United States Coast and Geodetic Datum.  
This topographic map shall be prepared by a registered land surveyor.
  2. A contour drainage map of the basins within the proposed subdivision, with the size of each basin shown in acres. The outlines and sizes, in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths shall be indicated throughout. Existing and proposed structures affecting the drainage shall be shown.
  3. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
  4. Plans and profiles for all proposed streets and curbs are required. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a minimum distance of three hundred (300) feet from point of intersection.
  5. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants, where the installation of such facilities are required by these land development regulations. Such plans shall include utilities on and adjacent to the tract: location, size and invert

elevation of sanitary, storm and combined sewers; location and size of water mains; location of gas lines, fire hydrants, electric and telephone poles, and street lights; if water mains and sewers are not on or adjacent to the tract, indicate the direction and distances to, and size of nearest ones, showing invert elevation of sewers.

6. Plans for all road and street signs and street name signs showing the location of such signage and any other traffic safety control devices which is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
7. Proposed public improvements: highways or other major improvements planned by public authorities for future construction on or near the tract.
8. Other information on the construction plans as may be required by the City Council.

#### SECTION 5.18 SUBMISSION OF FINAL PLAT AND DATA

The final plat shall be drawn in ink on mylar sheets eighteen (18) wide by (twenty-four (24) inches long and shall be at a scale of one hundred (100) feet to one (1) inch or larger.

- 5.18.1 Where necessary, the plat may be on several sheets accompanied by the final plat, may be submitted for approval progressively in contiguous sections satisfactory to the City Council. The final plat shall show the following:
  1. Primary control points, approved by the Public Works Director, or descriptions and "ties" to such control points, to which all dimensions, angles, bearings, and similar data on the plat shall be referred.
  2. Tract boundary lines, right-of-way lines of streets, easements and other rights-of-way, and property lines of residential lots and other sites; with accurate dimensions, bearings on deflection angles, and radii, arcs, and central angles of all curves.
  3. Name and right-of-way width of each right-of-way.
  4. Location, dimensions and purpose of any easements.
  5. Number to identify each lot or site.
  6. Purpose for which sites, other than residential lots, are dedicated or reserved.
  7. Minimum building setback line on all lots and other sites.
  8. Location and description of monuments.
  9. Names of record owners of adjoining unplatted land.
  10. Reference to recorded subdivision plats of adjoining platted land by record name, date and number.
  11. Certification by land surveyor or engineer certifying to accuracy of survey and plat.
  12. Certification of title showing that subdivider is the landowner.
  13. Statement by the subdivider, dedicating streets, rights-of-way and any sites for public uses.
  14. Title, scale, north arrow and date.
  15. The following shall likewise be submitted:

- a. Cross sections and profiles of streets showing grades approved by the Public Works Director. The profiles shall be drawn to City standard scales and elevations and shall be based on a datum plans approved by the Public Works Director.
- b. Protective covenants in form for recording.
- c. Such other certificates, affidavits, endorsements, or deductions as may be required by the City Council in the enforcement of these land development regulations.
- d. Developer(s) shall submit, for approval by the City Council, the incorporating documents and by-laws of the owners' association including responsibilities of maintenance and repairs of service systems as benefits owners of the proposed development.

Exception: Subdivisions of ten (10) lots or less, being residential in use and zoning, not requiring the installation of streets, roads or easements for purpose of ingress and egress, or require the creation of drainage systems which require the connection with public maintained systems may include protective covenants recorded on the plat and/or other documents recorded and referenced on the final plat.

**SECTION 5.19 CONDITIONAL APPROVAL OF FINAL PLAT**

The conditional approval of the final plat shall be granted if deemed advisable by the City Council pending the fulfillment of requirements as set forth in these land development regulations.

**SECTION 5.20 FULL APPROVAL OF FINAL PLAT**

A certificate by the Public Works Director, or other person to whom such responsibility is delegated by the City Council, certifying that the subdivider has posted bond or installed the required improvements shall entitle the subdivider to full approval and the recording of the final plat.

**SECTION 5.21 GENERAL IMPROVEMENTS**

Where required by these land development regulations, the subdivider shall grade and improve streets; install sidewalks, street name signs, street lights, fire hydrants, and curbs and gutters; place monuments and corner stakes and install sanitary sewer and water mains and storm water facilities in accordance with the specifications of these land development regulations and any other specifications established by the City Council. The City Council may, if conditions warrant such action, require that improvements be designed and constructed to higher standards than are incorporated herein. Required improvements shall be paid for by the subdivider.

In addition to the requirements established herein, all subdivision plats shall comply with the following laws, rules, and regulations:

- 1. Applicable statutory provisions.
- 2. The Building Code, and other applicable land development regulations of the City.
- 3. The Comprehensive Plan in effect at the time of submission.
- 4. Rules and regulations of the Florida Department of Health and Rehabilitative Services, Florida Department of Environmental Protection, the appropriate Water Management District and other appropriate regional, State and Federal agencies.
- 5. Rules and regulations of the Florida Department of Transportation if the subdivision or any lot contained therein abuts a State highway.

**SECTION 5.22 SUBDIVISIONS LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY BUT CONNECTED TO CITY UTILITIES**

Subdivisions which are located outside the corporate limits of the City but are to be connected to and serviced by municipal utilities such as water, sewage, and/or natural gas shall meet all the requirements of the applicable sections of these land development regulations, as well as City regulations governing the design, construction, and connection of such utilities.

**SECTION 5.23 MONUMENTS**

The subdivider shall adhere to the requirements of Chapter 177, Florida Statutes, as amended, regarding the placement of all monuments.

**SECTION 5.24 REQUIREMENTS AND MINIMUM STANDARDS**

The specifications and requirements set forth in this section shall be met in all subdivisions, and are conditions precedent to approval of any final plat.

**5.24.1 Streets and Alleys**

1. Relation to existing street system. The proposed streets in any subdivision shall, insofar as may be practical, conform to the alignment of existing streets, so as to extend or project the adjacent, or similarly aligned existing streets in the general area.
2. Street right-of-way widths. The minimum width of rights-of-way, measured between lot lines, shall be as follows:
  - a. Arterial streets and highways - one hundred (100) feet. (Arterial streets and highways are those used or designed to be used primarily for fast or heavy traffic.
  - b. Collector streets - sixty-five (65) feet. Collector streets are those which carry traffic from residential streets to arterial or other collector streets; and principal feeder streets in, to or through areas or neighborhoods.
  - c. Local streets - fifty (50) feet. Local streets are those which are used or intended to be used primarily for access to the abutting properties and designed for local traffic use.

5.24.2 Restriction of access. When a proposed residential subdivision abuts an arterial street or highway, the City Council shall require lots fronting on such arterial street or highway to be provided with access to a marginal access street.

5.24.3 Street grades. Grades on arterial streets, shall not exceed six (6) percent, nor be less than two-tenths (0.2) percent.

5.24.4 Horizontal curves. Horizontal curves shall be designed in accordance with Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

5.24.5 Vertical curves. Vertical curves shall be designed in accordance with Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.

5.24.6 Intersections. Street intersections shall be as nearly at right angles as is practicable; no intersection shall be at any angle of less than sixty (60) degrees. Curbs of streets at ninety (90) degree intersections shall be connected by a curb with a horizontal radius of not less than twenty (20) feet.

- 5.24.7 Tangents on reverse curves. Tangents on reverse curves shall be designed in accordance with Florida Department of Transportation Manual of Uniform Minimum Standards for Designs, Construction and Maintenance for Streets and Highways, as amended.
- 5.24.9 Dead end streets (cul-de-sac). Minor streets or courts designed to have one end permanently closed shall not be more than six hundred (600) feet in length. Such streets shall be provided at the closed end with a turn-around having an outside right-of-way radius of not less than thirty (30) feet.
- 5.24.10 Private streets and reserve strip. There shall be no private streets platted in any subdivision. Every lot shall be served by a public dedicated street. There shall be no reserved strips controlling access to any streets, except where the control of such strips is definitely and permanently placed with the public under conditions approved by the City Council.
- 5.24.11 Street names.
  - 1. Proposed streets which are in alignment with other streets, either existing or proposed, shall bear the same names as such existing or proposed street.
  - 2. In no case shall the name of proposed streets duplicate existing street names, or bear names which may be confused with existing streets.

**SECTION 5.25 BLOCKS**

A block is defined as a parcel of land consisting of one or more lots, and entirely surrounded by public streets, water-courses, railroad, public rights-of-way, parks, etc., or a combination thereof.

- 5.25.1 Length. Blocks shall not be shorter than six hundred (600) feet nor longer than twelve hundred (1,200) feet in length, except as does the City Council determine necessary to secure a more efficient use of land or desired features of street pattern.
- 5.25.2 Width. Blocks shall be wide enough to permit two (2) tiers of lots of minimum depth, except where fronting on arterial streets or highways and the rear of lots abut the arterial street or highway. In no case shall conditions be approved which permits a single tier of lots to be served by two (2) streets.

**SECTION 5.26 LOT IMPROVEMENTS**

- 5.26.1 Arrangement. Insofar as practical, side lot lines shall be at right angles to straight street lines, and radial to curved street lines.
- 5.26.2 Minimum size. No residential lot shall be permitted that is smaller in area than is required for residences by the land development regulations for the zoning district in which the proposed subdivision is located.
  - 1. The City Council may require larger lot areas and dimensions than specified for a particular zoning district when the City Council deems it necessary to fit the topography, the type of development, or to provide safe, healthful home sites that are free from flooding.
  - 2. Lot dimensions, shall comply with any minimum standards as established within any land development regulations of the City and provided, that the lot length shall not exceed three (3) times the width of lots. In general, side lot lines shall be at right angles to street lines (or radial to curving street lines) unless variation from this standard will provide a better street or lot plan. The entrance of automobiles from the lot to the street shall be approximately at right angles or radial to street lines. Lots shall be laid out so as to provide positive drainage away from all buildings.

3. Double Frontage. Double frontage and reversed frontage lots shall be prohibited except where necessary to provide separation of residential development from existing streets or to overcome specific disadvantages of topography and orientation.
4. Access. Lots shall not derive access from an existing street except within a minor subdivision or a re-subdivision of land.
5. Corner Stakes. The subdivider shall adhere to the requirements of Section 177.091, Florida Statutes, as amended, and as required by Florida Administrative Code regarding the placement of all corner stakes.
6. Lots or parcels of land intended for commercial or industrial use shall be of an area adequate to meet all off-street parking, loading and unloading requirements of the land development regulations.

#### SECTION 5.27 PUBLIC LAND AND SERVICE AREAS

Due consideration shall be given to the allocation of land areas that are suitably located and of adequate size for schools, playgrounds, parks and other public uses.

- 5.27.1 Public open spaces. Where a school site, park site, recreational site, public access to water frontage, or any other public facility is shown on the Comprehensive Plan of the City, adopted by the City Council, is located in whole or in part in a proposed subdivision, the City Council may require the reservation of such land as lies within the subdivision for a period of time not to exceed two (2) years. During this two-year period the public agency having jurisdiction over the proposed use of the reserved land may acquire such land through negotiation with the owner. In the event the public agency does not acquire the land within this two-year period, or does not make satisfactory arrangements with the subdivider for an extension of such time, the subdivider may dispose of the land pursuant to law.
- 5.27.2 Easements. Except where alleys are provided for the purpose of placing utilities and access, the City Council may require utility easements, not exceeding twenty-five (25) feet in width, for the placement and service of poles, wires, pipes, conduits, storm and sanitary sewers, gas, water, or other utility lines along and centered on rear lot lines, side lot lines, or at other locations when necessary for extension of existing or proposed utilities.

#### SECTION 5.28 SUITABILITY OF LAND

- 5.28.1 The City Council shall not approve the subdivision of land if, from investigation conducted by state or county health authorities, it is determined that in the interest of the public the site is not suitable for platting and development purposes of the kind proposed.
- 5.28.2 Land that the City Council finds to be unsuitable for subdivision of development due to flooding, improper drainage, steep slopes, rock formations, adverse earth formations or harmful to the health, safety, and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas, shall not be subdivided or developed unless adequate methods are formulated by the subdivider and approved by the City Council to solve the problems created by the unsuitable land conditions.

#### SECTION 5.29 REQUIRED IMPROVEMENTS

- 5.29.1 Every subdivision developer shall grade, pave or otherwise improve as hereinafter specified all streets and alleys; install curbs, gutters, sidewalks, monuments, sewers, storm drains, water supply, and street name markers pursuant to these subdivision regulations, and in accordance with the "Standard Specifications for Road and Bridge Construction", latest edition and amendments as prepared by the Florida Department of Transportation.

5.29.2 Streets. The subdivider shall prepare the subgrade of all streets by grading to the profiles approved in the construction plans, compact and smooth the surface, provide and install paved surfaces as follows:

1. STANDARD A, for commercial and industrial subdivisions.
2. STANDARD B, for residential subdivisions where any lot is less than or equal to twenty thousand (20,000) square feet.
3. STANDARD C, for residential subdivisions where all lots are greater than twenty thousand (20,000) square feet but less than or equal to ten (10) acres.
4. STANDARD D, for residential subdivisions where all lots are greater than ten (10) acres.

Where the proposed subdivision includes an existing street, said street shall also be improved as required to conform to this schedule. This requirement shall not apply to any abutting street which is not connected with the proposed subdivision's street system.

#### STANDARD IMPROVEMENT

##### 5.29.2.1 Grading and Centerline Gradients

Standards A, B, C and D: Grading and Centerline Gradients shall be a maximum of eight percent (8%) and a minimum of three-tenths of a percent (.3%) for standard A and B and a maximum of eight percent (8%) (No minimum) for standards C, and D.

##### 5.29.2.2 Arterial Streets

Standards A, B, C and D: Arterial Streets shall be improved as follows: Two (2) twenty-four (24) foot wearing surfaces with twenty (20) foot median. The subdivider shall be required to install the second twenty-four (24) foot wearing surface only in large subdivisions where projected average daily traffic generated on the arterial by the subdivision exceeds seven thousand (7,000) vehicles. Minimum right-of-way shall be one hundred (100) feet.

##### 5.29.2.3 Collector Streets

Standards A, B, C and D: Collector Streets shall be improved as follows:

1. Thirty-two (32) foot wearing surface and minimum right-of-way of sixty-five (65) feet.

##### 5.29.2.4 Local Streets shall be improved as follows:

Standards A, B, C and D: Twenty-four (24) foot wearing surface and minimum right-of-way of fifty (50) feet.

##### 5.29.2.5 Marginal Access Streets shall be improved as follows:

Standards A, B, C and D: Twenty-four (24) foot wearing surface and minimum right-of-way of fifty (50) feet.

##### 5.29.2.6 Curb and gutter (see Appendix A) shall be provided as follows:

1. Standards A and B: Curbs not required, except in the following conditions:
  - a. Where slopes within the subdivision exceed three (3) percent, type E or F curb gutter shall be required.
  - b. Where slopes within the subdivision exceed two (2) percent, but do not exceed three (3) percent, grassed swales, paved swales, or type E or F curb gutter singularly or in combination shall be required as determined by the Public Works Director, using engineering best practices to determine the required stormwater management improvement.



2. Standards C and D: Curbs not required.

5.29.2.7 Stabilized Shoulders

Standards C and D: Stabilized Shoulders shall be required on both sides of all streets not having curb and gutter. Stabilized shoulders shall be six (6) feet in width and constructed as specified for the subgrade (see Section 5.26.2.9) except that they shall be constructed to a compacted thickness of four (4) inches and have a minimum compaction as required by the Florida Department of Transportation Standard Specification for Road and Bridge Construction Manual, as amended.

5.29.2.8 Roadside Swales

Standards C and D: Roadside Swales shall have side slopes and back slopes no steeper than four (4) to one (1). Run-off may be accumulated and carried in the swales in the right-of-way up to but not above the point where flooding of the shoulders or roadside property would occur. Water in excess of this quantity shall be diverted from the roadside swales and carried away by storm sewers or other approved means.

5.29.2.9 Subgrade

Standards A, B, C and D: Subgrade shall have a compacted thickness of eight (8) inches, stabilized to a minimum Florida Department of Transportation compaction standards for road construction, as amended, such materials shall be removed to a minimum depth of eighteen (18) inches below the pavement base and replaced with acceptable material as specified by the Florida Department of Transportation Standard Specification for Road and Bridge Construction Manual, as amended.

5.29.2.10 Pavement Base shall be improved as follows:

1. Arterial

Standards A, B, C and D: Eight (8) inches of compacted limerock.

2. Collector, Local, and Marginal Access Streets:

a. Standard A: Eight (8) inches of compacted limerock.

b. Standards B and C: Six (6) inches of compacted limerock.

c. Standard D: Six (6) inches of compacted limerock shall be constructed above the subgrade and stabilized to have a minimum compaction as specified by the Florida Department of Transportation Standard Specification for Road and Bridge Construction Manual, as amended.

5.29.2.11 Wearing Surface shall be improved as follows:

1. Arterials

Standards A, B, C and D: One and one-half (1 1/2) inches of Type I asphaltic concrete surface course.

2. Collector, Local, and Marginal Access Streets:

a. Standards A, B and C: One and one-fourth (1 1/4) inch of Type I asphaltic concrete surface course.

b. Standard D: Wearing surface is not required.

5.29.2.12 Grassing

Standards A, B C and D: Grassing shall be provided as follows:

1. Seeding and mulching shall be performed on all areas within the right-of-way, except for that part of the right-of-way covered by a wearing surface or, where these land development regulations do not require a wearing surface, that part covered by the pavement base.
2. Sodding may be required in areas of high erosion potential.

5.29.3 Sidewalks.

1. When in the opinion of the City Council it is necessary for public safety, the subdivider shall provide sidewalks on one or both sides of every street.
2. Sidewalks shall be not less than five (5) feet wide, of concrete construction, and not less than four (4) inches thick. Walks shall be located entirely in the street right-of-way.

5.29.4 Installation of utilities. After grading is completed and approved and before any base is applied, all of the underground utilities, including water mains, sewer lines and storm sewerage lines, and all service connections provided at property lines shall be installed by the subdivider.

1. Water supply. Water mains properly connected with the public water supply system or other approved system shall be installed by the subdivider in such a manner as to adequately serve all lots shown on the subdivision plat for both domestic use and fire protection. The sizes of water mains, location and types of valves and fire hydrants, the amount of soil cover over the pipes and other features of the installation shall conform to accepted standards of good practice for municipal water systems.
2. Sanitary sewers. When the subdivision is reasonably accessible to the public sanitary sewer system, in the opinion of the City Council, the subdivider shall provide connection thereto. Sanitary sewers shall be installed in such a manner as to provide connections at the property line of each lot shown on the subdivision plat, and shall be of a size and in a manner to adequately serve all lots.
3. Storm drainage system. The subdivider shall install storm drain pipes, catch basins, and all other such facilities of sizes and alignments to adequately drain his subdivision as directed by the Water Management District.
4. Oversize utility lines. In the event that water, sewer, pipes are required by the City Council that are of sizes larger than would be needed to serve the subdivision under consideration, the subdivider will be required to install the larger facilities, but the City will pay for the difference in cost between the size actually needed for his/her subdivision and the size required by the City Council. This is to permit the initial installation of a line of a size to serve the present subdivision plus any other possible subdivision near or beyond the present one without a second line having to be installed to serve future development.
5. Street name signs. Street name signs to conform to those currently in use on existing streets shall be installed by the subdivider at diagonal corners of each street intersection, two (2) at each intersection.

SECTION 5.30 GUARANTIES IN LIEU OF COMPLETED IMPROVEMENTS

No final plat shall be approved by the City Council for record until the improvements required herein shall be constructed in a satisfactory manner and approved by the Public Works Director or other person to whom such authority is delegated, or in lieu of such prior construction the City Council may accept a surety bond with which improvements may be made and utilities installed without cost to the City in event of default by the subdivider. In lieu of a surety bond the subdivider may furnish the City an irrevocable letter of credit, underwritten by a financial institution acceptable to the City. Such surety or letter of credit shall:

- 5.30.1 Cover at least one hundred and ten (110) percent of the estimated cost of all required improvements such as streets, drainage, fill, and other public improvements with estimated costs provided by the Subdivider's engineer. A certificate of the estimated cost shall appear on the final plat (see Appendix A). This certificate shall be properly signed before the final plat is submitted to the City Council. This estimated cost shall represent the total estimated cost of installing all required improvements. Such estimate shall be prepared by a registered engineer. As an alternative to the above, bids of two (2) licensed contractors or a copy of all executed contracts for the installation of the above mentioned improvements may be submitted.
- 5.30.2 Be conditioned upon the faithful performance by the subdivider of all work required to complete all improvements and installations for the subdivision or unit division thereof, in compliance with these land development regulations and within a specified time as determined between the subdivider and the City Council.
- 5.30.3 Be payable to, and for the indemnification of, the City Council.

**SECTION 5.32 SIGNED CERTIFICATES**

The following certificates shall appear on the final plat. Certificates listed within this section shall be properly signed before the final plat is submitted to the City Council and the Certificate of Approval by the City Council shall be properly signed after the final plat is approved by the City Council. (See Appendix A).

- 1. Certificate of Surveyor.
- 2. Certificate of the Subdivider's Engineer.
- 3. Certificate of Approval by County Health Department.
- 4. Certificate of Approval by the Attorney for the City.
- 5. Certificate of Approval by the City Council.

**SECTION 5.32 OTHER DOCUMENTS REQUIRED ON THE FINAL PLAT**

- 5.32.1 **Dedication.** A dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgage's interest to the dedication of public right-of-way
- 5.32.2 **Certificate of Payment of Taxes.** Certification that all payable taxes have been paid and all tax sales against the land redeemed.
- 5.32.3 **Certificate of Title and Encumbrances.** Title certification as required by Chapter 177, Florida Statutes, as amended.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

APPENDIX A

Certificate of Approval by County Health Department..... A-2  
Certificate of Approval by the City Attorney..... A-2  
Certificate of Approval of the City Council..... A-2  
Certificate of Surveyor .....A-3  
Certificate of Subdivider's Engineer..... A-3  
Certificate of Estimated Cost ..... A-4  
Preliminary and Final Plat Size Specifications .....A-5

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

CERTIFICATE OF APPROVAL  
BY COUNTY HEALTH DEPARTMENT

Examined on \_\_\_\_\_

AND

Approved by EXHIBIT-NOT FOR EXECUTION  
County Health Department

CERTIFICATE OF APPROVAL  
BY THE ATTORNEY FOR THE CITY OF LAKE CITY, FLORIDA

Examined on \_\_\_\_\_

AND

Approved as to Legal Form and Sufficiency by EXHIBIT-NOT FOR EXECUTION  
County Attorney

CERTIFICATE OF APPROVAL BY CITY COUNCIL OF  
THE CITY OF LAKE CITY, FLORIDA

THIS IS TO CERTIFY that on the foregoing plat was approved by the City Council for the City of Lake City, Florida.

EXHIBIT-NOT FOR EXECUTION  
Chairman

Attest:

\_\_\_\_\_

Filed for record on: \_\_\_\_\_

EXHIBIT-NOT FOR EXECUTION  
City Clerk

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

A-2

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, as provided under Chapter 472, Florida Statutes and is in good standing with the Board of Land Surveyors, does hereby certify that on \_\_\_\_\_ he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes, as amended; and that said land is located in Section \_\_\_\_\_, Township \_\_\_\_\_, and Range \_\_\_\_\_, City of Lake City, Florida.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

Registration Number \_\_\_\_\_

CERTIFICATE OF THE  
SUBDIVIDER'S ENGINEER

THIS IS TO CERTIFY, that on \_\_\_\_\_ Registered Florida Engineer, as specified within Chapter 471, Florida Statutes, License No. \_\_\_\_\_, does hereby certify that all required improvements have been installed in compliance with the approved construction plans and as applicable, any submitted "as built" blue prints in accordance with the requirements of the City Council of the City of Lake City, Florida.

\_\_\_\_\_(SEAL)  
Registered Florida Engineer

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

CERTIFICATE OF ESTIMATED COST

I, \_\_\_\_\_, Registered Florida Engineer, as specified within Chapter 471, Florida Statutes, License No. \_\_\_\_\_, do hereby estimate that the total estimated cost of installing all required improvements for the proposed subdivision to be titled \_\_\_\_\_ is \$ \_\_\_\_\_.

\_\_\_\_\_  
Registered Florida Engineer (SEAL)

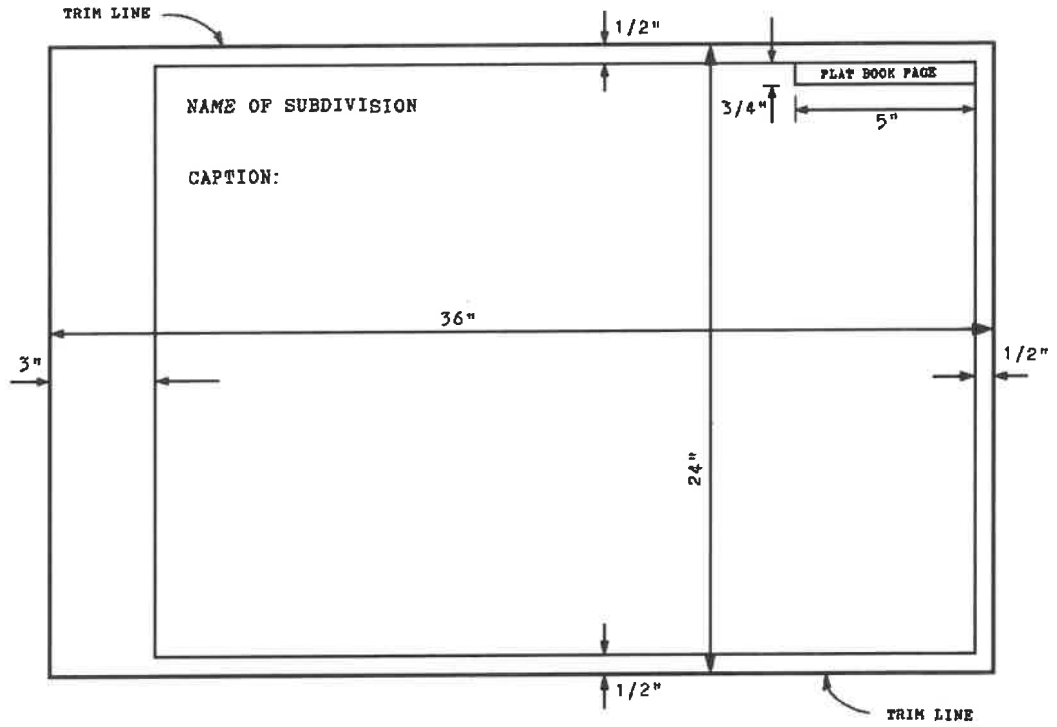
\_\_\_\_\_

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



PRELIMINARY AND FINAL PLAT SIZE SPECIFICATIONS



SIZE OF SHEET FOR RECORD PLAT

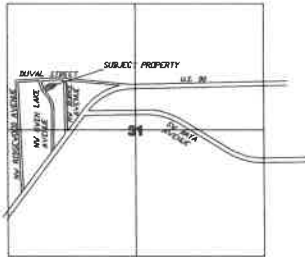
**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**VANESSA'S COVE**  
SECTION 31, TOWNSHIP 3 SOUTH, RANGE 17 EAST,  
COLUMBIA COUNTY, FLORIDA

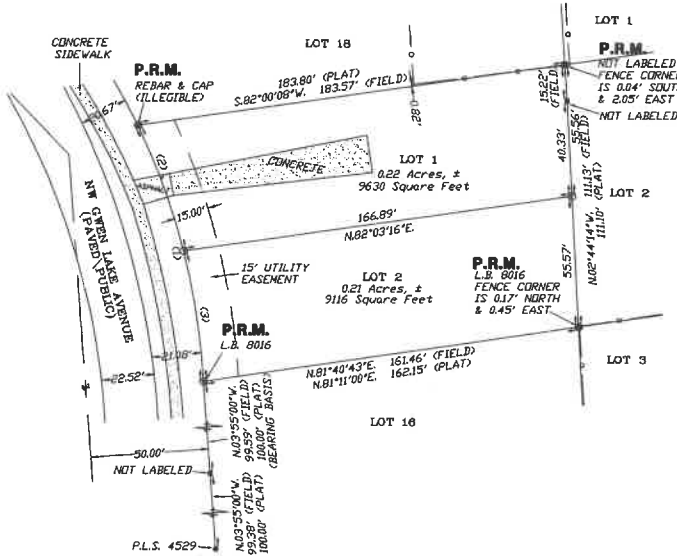
PLAT BOOK \_\_\_\_\_  
PAGES \_\_\_\_\_  
SHEET 1 OF 1

SECTION 31, TOWNSHIP 3 SOUTH, RANGE 17 EAST.



LOCATION SKETCH  
NOT TO SCALE

|                        |                        |                        |
|------------------------|------------------------|------------------------|
| Curve number 1 (FIELD) | Curve number 2 (FIELD) | Curve number 3 (FIELD) |
| Radius= 277.68'        | Radius= 271.68'        | Radius= 277.68'        |
| Bearing= 291°51'       | Bearing= 173°35'       | Bearing= 173°35'       |
| Area= 18.38'           | Area= 36.89'           | Area= 36.89'           |
| Tangent= 57.29'        | Tangent= 28.34'        | Tangent= 28.34'        |
| Chord= 12.41'          | Chord= 36.39'          | Chord= 36.39'          |
| Chord Ang.= 214°46'59" | Chord Ang.= 119°33'34" | Chord Ang.= 208°58'19" |

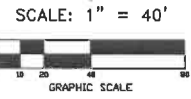


DESCRIPTION:  
LOT 17 IN BLOCK 1 OF IDEALVILLE "REPLAT" A SUBDIVISION AS PER PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF COURT, RECORDED IN PLAT BOOK 2 PAGE 117-A OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

NOTICE:  
THIS PLAT AS RECORDED IN ITS GRAPHICAL FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY OTHER GRAPHICAL OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DEVELOPER:  
TWENTYEIGHT FOURTEEN  
303 NE JOE CONEY TERRACE  
LAKE CITY, FL 32853

| SYMBOL LEGEND: |                               |
|----------------|-------------------------------|
| ■              | 4"X4" CONCRETE MONUMENT FOUND |
| □              | 4"X4" CONCRETE MONUMENT SET   |
| ○              | IRON PIPE FOUND               |
| ○              | IRON PIPE AND CAP SET         |
| x              | "X" CUT IN PAVEMENT           |
| +              | CALCULATOR PROPERTY CORNER    |
| +              | MAIL & BISH' POWER POLE       |
| +              | SIGN POST                     |
| +              | WATER METER                   |
| +              | UTILITY BOX                   |
| +              | FIRE HYDRANT                  |
| ⊙              | SANITARY MANHOLE              |
| —              | CONTROL LINE                  |
| —              | SECTION LINE                  |
| —              | ELECTRIC LINES                |
| —              | WIRE FENCE                    |
| —              | CHAIN LINK FENCE              |
| —              | WOODEN FENCE                  |
| (PLAT)         | AS PER A PLAT OF RECORD       |
| (OPEN)         | AS PER A DEED OF RECORD       |
| (CALC)         | AS PER CALCULATIONS           |
| (FIELD)        | AS PER FIELD MEASUREMENTS     |
| P.R.M.         | PERMANENT REFERENCE MARKER    |
| P.C.P.         | PERMANENT CONTROL POINT       |



**DEDICATION:**

KNOW ALL MEN BY THESE PRESENT THAT TWENTYEIGHT FOURTEEN INC, AS OWNER, WITH SYLVESTER WARREN III AS AUTHORIZED REPRESENTATIVE, HAS CAUSED THE LANDS HEREON DESCRIBED, TO BE SURVEYED, SUBDIVIDED AND PLATTED, TO BE KNOWN AS "VANESSA'S COVE", AND THAT ALL ROADS, STREETS AND ALL EASEMENTS FOR UTILITIES, DRAINAGE AND OTHER PURPOSES INCIDENT THERETO AS SHOWN AND/OR DEPICTED HEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

**ATTEST:**

WITNESS AS TO OWNER: \_\_\_\_\_ SYLVESTER WARREN III  
WITNESS AS TO OWNER: \_\_\_\_\_ PRINT:  
ACKNOWLEDGMENT, STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

I HEREBY CERTIFY THAT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 A.D., BEFORE ME PERSONALLY APPEARED TWENTYEIGHT FOURTEEN WITH SYLVESTER WARREN III, AS AUTHORIZED REPRESENTATIVE, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED. IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC, STATE OF \_\_\_\_\_ AT LARGE

MY COMMISSION EXPIRES: \_\_\_\_\_

**APPROVAL: PUBLIC WORKS DEPARTMENT, STATE OF FLORIDA, CITY OF LAKE CITY.**

I HEREBY CERTIFY THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH COUNTY SPECIFICATIONS AND THAT A MAINTENANCE AND REPAIR SURETY OR CASH BOND IN THE AMOUNT OF \$ \_\_\_\_\_ OR THAT A PERFORMANCE BOND OR INSTRUMENT IN THE AMOUNT OF \$ \_\_\_\_\_ HAS BEEN POSTED TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DIRECTOR OF PUBLIC WORKS: \_\_\_\_\_ DATE: \_\_\_\_\_

**SURVEYOR'S NOTES:**

- BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PLAT OF RECORD.
- BEARINGS ARE BASED ON SAID PLAT OF RECORD AND THE WEST LINE OF LOT 16 AS SHOWN HEREON.
- IT IS APPARENT THAT THIS PARCEL IS IN ZONE "X" AND IS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 2 NOVEMBER, 2018 FIRM PANEL NUMBER 120230284D. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
- IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREON.
- THE FIELD WORK WAS PERFORMED ON 09/20/2024.
- EASEMENTS ARE AS SHOWN HEREON.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF COLUMBIA COUNTY.
- SURVEY CLOSURE PRECISION EXCEEDS THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA.
- PRELIMINARY PLAN APPROVAL WAS COMPLETED AS REQUIRED.
- NO ROADS WERE CONSTRUCTED OR IMPROVED FOR THE PURPOSES OF THIS DEVELOPMENT.

**NOTICE:**

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

CERTIFICATE OF CLERK OF COURT:  
RECEIVED AND FILED FOR RECORD, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
CLERK OF COURT \_\_\_\_\_  
DEPUTY CLERK \_\_\_\_\_  
CITY ATTORNEY \_\_\_\_\_  
MAYOR, CITY OF LAKE CITY \_\_\_\_\_  
CITY CLERK, CITY OF LAKE CITY \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND SHOWN HEREON, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE SUPERVISION, DIRECTION AND CONTROL, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AS SHOWN AND THAT SURVEY DATA COMPLIES WITH THE COLUMBIA COUNTY, SUBDIVISION ORDINANCE AND CHAPTER 177 OF THE FLORIDA STATUTES.

L. SCOTT BRITT, PSM #5757 DATE: \_\_\_\_\_

**BRITT SURVEYING & MAPPING, LLC**

LAND SURVEYORS AND MAPPERS, L.B. # 8016  
1438 SW MAIN BOULEVARD  
LAKE CITY, FLORIDA 32025

www.brittsurvey.com  
TELEPHONE: (386) 752-7163 FAX: (386) 752-5573 WORK ORDER # L-305

**EXHIBIT TO RESOLUTION**

**NOT FOR EXECUTION**

**LEGAL DESCRIPTION**

LOT 17 IN BLOCK 1 OF IDLEAWILE "REPLAT" A SUBDIVISION AS PER PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF COURT, RECORDED IN PLAT BOOK 2 PAGE 117-A OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**Columbia County Property Appraiser**

Jeff Hampton

Parcel: 31-3S-17-06085-000 (26208)

2025 Working Values

updated: 10/31/2024

**Owner & Property Info**

Result: 1 of 1

|              |   |              |          |
|--------------|---|--------------|----------|
| Owner        | TWENTYEIGHT FOURTEEN, LLC<br>930 NE JOE CONEY AVE<br>LAKE CITY, FL 32055                          |              |          |
| Site         | 331 NW GWEN LAKE AVE, LAKE CITY   |              |          |
| Description* | LOT 17 BLK 1 IDLEAWILE REPLAT. 1006-2492 THRU 1006-2500, WD 1024-2054, TD 1458-157, WD 1488-2078, |              |          |
| Area         | 0.405 AC  | S/T/R        | 31-3S-17 |
| Use Code**   | MISC IMPROVED (0700)  | Tax District | 1        |

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

**Property & Assessment Values**

| 2024 Certified Values |   | 2025 Working Values |   |
|-----------------------|---|---------------------|---|
| Mkt Land              | \$16,779  | Mkt Land            | \$16,779  |
| Ag Land               | \$0   | Ag Land             | \$0   |
| Building              | \$0   | Building            | \$0   |
| XFOB                  | \$1,800   | XFOB                | \$1,800   |
| Just                  | \$18,579  | Just                | \$18,579  |
| Class                 | \$0   | Class               | \$0   |
| Appraised             | \$18,579  | Appraised           | \$18,579  |
| SOH/10% Cap           | \$0   | SOH/10% Cap         | \$0   |
| Assessed              | \$18,579  | Assessed            | \$18,579  |
| Exempt                | \$0   | Exempt              | \$0   |
| Total Taxable         | county:\$18,579 city:\$18,579 other:\$0 school:\$18,579 | Total Taxable       | county:\$18,579 city:\$18,579 other:\$0 school:\$18,579 |

NOTE: Property ownership changes can cause the Assessed value of the property to reset to full Market value, which could result in higher property taxes.

Aerial Viewer Pictometry Google Maps

2023 2022 2019 2016 2013 Sales



**Sales History**

| Sale Date | Sale Price | Book/Page   | Deed | V/I | Qualification (Codes) | RCode |
|-----------|------------|-------------|------|-----|-----------------------|-------|
| 4/20/2023 | \$100      | 1488 / 2078 | WD   | I   | U                     | 11    |
| 1/28/2022 | \$7,700    | 1458 / 157  | TD   | I   | U                     | 18    |
| 8/4/2004  | \$100      | 1024 / 2054 | WD   | I   | Q                     | 06    |

**Building Characteristics**

| Bldg Sketch | Description* | Year Blt | Base SF | Actual SF | Bldg Value |
|-------------|--------------|----------|---------|-----------|------------|
| NONE        |              |          |         |           |            |

**Extra Features & Out Buildings**

| Code | Desc       | Year Blt | Value      | Units | Dims  |
|------|------------|----------|------------|-------|-------|
| 0166 | CONC,PAVMT | 0        | \$400.00   | 1.00  | 0 x 0 |
| 0258 | PATIO      | 0        | \$400.00   | 1.00  | 0 x 0 |
| 0285 | SALVAGE    | 0        | \$1,000.00 | 1.00  | 0 x 0 |

**Land Breakdown**

| Code | Desc           | Units                    | Adjustments             | Eff Rate | Land Value |
|------|----------------|--------------------------|-------------------------|----------|------------|
| 0700 | MISC RES (MKT) | 17,661.650 SF (0.405 AC) | 1.0000/1.0000 1.0000/ / | \$1 /SF  | \$16,779   |

Search Result: 1 of 1

© Columbia County Property Appraiser | Jeff Hampton | Lake City, Florida | 386-758-1083

by: GrizzlyLogic.co

The information presented on this website was derived from data which was compiled by the Columbia County Property Appraiser solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. The GIS Map image is not a survey and shall not be used in a Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. This website was last updated: 10/31/2024 and may not reflect the data currently on file at our office.

EXHIBIT TO RESOLUTION

NOT FOR EXECUTION

PREPARED BY & RETURN TO:

Name: TWENTYEIGHT FOURTEEN

Address: 930 NE JOE CONEY AVE  
LAKE CITY, FL 32055

Parcel ID No.: R11209-000 AND R06085-000

Inst: 202312006948 Date: 04/20/2023 Time: 4:05PM  
Page 1 of 3 B: 1489 F: 2878, James M Swisher Jr, Clerk of Court  
Columbia, County, By: VC  
Deputy ClerkDoc Stamp-Deed: 0.70

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This **WARRANTY DEED**, made the 20th day of APRIL, 2023, by **SYLVESTER WARREN, III**, CONVEYING NON-HOMESTEAD PROPERTY, hereinafter called the Grantor, to **TWENTYEIGHT FOURTEEN, LLC, A FLORIDA LIMITED LIABILITY COMPANY**, having its principal place of business at 930 NE JOE CONEY AVE, LAKE CITY, FLORIDA 32055, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in COLUMBIA COUNTY, State of FLORIDA, viz:

See Attached Exhibit A

**THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH OR SURVEY AND MAKES NO WARRANTIES AGAINST THE SAME. LEGAL PROVIDED BY GRANTOR.**

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO TAXES FOR THE YEAR 2023 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2022.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Patricia Lang  
Witness Signature  
Printed Name: PATRICIA LANG

Sylvester Warren, III  
Name: SYLVESTER WARREN, III  
Address: 930 NE JOE CONEY AVE, LAKE CITY, FL 32055 L.S.

Jessica Netto  
Witness Signature  
Printed Name: Jessica Netto

STATE OF FLORIDA  
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20th day of APRIL, 2023, by SYLVESTER WARREN, III, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Patricia Lang  
Signature of Notary  
Printed Name: PATRICIA LANG  
My commission expires: 2-5-27

EXHIBIT TO  
RESOLUTION  
NOT FOR  
EXECUTION

**EXHIBIT "A"**

**R11209-000**

LOTS 3 AND 4 SOUTH OF ROAD AND LOTS 9 AND 10, CATHEY'S SUBDIVISION IN THE NORTHWESTERN DIVISION OF THE CITY OF LAKE CITY, FLORIDA, AS RECORDED IN DEED BOOK H, PAGE 576, AND THE EAST 100 FEET OF LOT 5 OF CATHEY'S SUBDIVISION, SOUTH OF LOT 1 OF THE FRANK C. CUMMINGS SUBDIVISION UNIT-1, AS DESCRIBED IN THE REPLAT, DATED SEPTEMBER 17, 1997 AND RECORDED IN PLAT BOOK 6, PAGES 182-183, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND THE EAST 100 FEET OF LOT 8 OF CATHEY'S SUBDIVISION, NORTH OF LOT 2 OF THE FRANK C. CUMMINGS SUBDIVISION, UNIT-1 AS DESCRIBED IN THE REPLAT, DATED SEPTEMBER 17, 1997 AND RECORDED IN PLAT BOOK 6, PAGES 182-183, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA. LYING AND BEING IN SECTION 29, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

LESS AND EXCEPT:

A PART OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, ALSO BEING PART OF THE NORTH EASTERN DIVISION OF THE CITY OF LAKE CITY, FLORIDA, AND ALL LYING IN AND BEING PART OF LOTS 4, 5, 8, 9, AND 10 OF CATHEY' SURVEY AS RECORDED IN DEED BOOK "H", PAGE 576, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, START AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF DAVIS STREET (A 33 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE NORTHERLY RIGHT-OF-WAY LINE OF FRONIE STREET ( A 33 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED); THEN RUN SOUTH 87°46'54" WEST ALONG AND WITH SAID NORTHERLY RIGHT-OF-WAY LINE 633.76 FEET; THENCE NORTH 01°28'46" WEST, 104.02 FEET; THENCE NORTH 87°46'54" EAST, 108.48 FEET; THENCE NORTH 01°28'46" WEST, 63.98 FEET; THENCE NORTH 87°46'54" EAST, 100.00 FEET TO A POINT LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF BOWDEN WAY (FORMERLY KNOW AS CATAWBA STREET), A 33 FOOT WIDE RIGHT-OF-WAY AS NOW ESTABLISHED, THENCE RUN NORTH 01°28'46" WEST, ALONG AND WITH SAID WESTERLY RIGHT-OF-WAY LINE 165.91 FEET TO A POINT LYING IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 87°46'54" WEST 100.00 FEET; THENCE NORTH 01°28'46" WEST, 102.71 FEET TO A POINT LYING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 100-A, (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 88°39'00" EAST ALONG AND WITH SAID SOUTHERLY RIGHT-OF-WAY LINE 206.16 FEET TO A POINT LYING IN SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 01°28'46" EAST, 89.97 FEET; THENCE SOUTH 14°53'38" EAST, 52.09 FEET; THENCE SOUTH 01°28'46" EAST, 193.01 FEET; THENCE NORTH 87°46'54" EAST, 86.14 FEET; THENCE SOUTH 76°52'20" EAST, 51.67 FEET; THENCE NORTH 87°46'54" EAST, 80.52 FEET; THENCE SOUTH 01°56'47" EAST, 9.32 FEET; THENCE NORTH 87°46'54" EAST, 90.00 FEET TO A POINT LYING IN THE WESTERLY RIGHT-OF-WAY LINE OF DAVIS STREET;

**EXHIBIT TO  
RESOLUTION  
NOT FOR  
EXECUTION**

THENCE RUN SOUTH 01°56'45" EAST, 67.00 FEET ALONG WITH SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

**R06085-000**

LOT 17, BLOCK 1 OF IDLEAWILE "REPLAT", A SUBDIVISION AS PER PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT, RECORDED IN PLAT BOOK 2, PAGE 117-A, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

# Columbia County Tax Collector

generated on 11/1/2024 10:01:49 AM EDT

## Tax Record

Last Update: 10/29/2024 2:10:53 AM EDT

**Register for eBill**

### Ad Valorem Taxes and Non-Ad Valorem Assessments

The information contained herein does not constitute a title search and should not be relied on as such.

|   |  |                                       |                    |          |               |
|---|--|---------------------------------------|--------------------|----------|---------------|
| <b>Account Number</b><br>R06085-000   | <b>Tax Type</b><br>REAL ESTATE                     | <b>Tax Year</b><br>2023               |                    |          |               |
| <b>Mailing Address</b><br>TWENTYEIGHT FOURTEEN, LLC<br>930 NE JOE CONEY AVE<br>LAKE CITY FL 32055   | <b>Property Address</b><br>331 GWEN LAKE LAKE CITY | <b>GEO Number</b><br>313S17-06085-000 |                    |          |               |
| <b>Exempt Amount</b><br>See Below   | <b>Taxable Value</b><br>See Below                  |                                       |                    |          |               |
| <b>Exemption Detail</b><br>NO EXEMPTIONS  | <b>Millage Code</b><br>001                         | <b>Escrow Code</b>                    |                    |          |               |
| <b>Legal Description (click for full description)</b><br>31-3S-17 0700/0700.41 Acres LOT 17 BLK 1 IDLEAWILE REPLAT. 1006-2492<br>THRU 1006-2500, WD 1024-2054, TD 1458-157, WD 1488-2078, |  |                                       |                    |          |               |
| <b>Ad Valorem Taxes</b>   |  |                                       |                    |          |               |
| <b>Taxing Authority</b>   | <b>Rate</b>  | <b>Assessed Value</b>                 |                    |          |               |
| <b>Exemption Amount</b>   |  | <b>Taxable Value</b>                  |                    |          |               |
|   |  | <b>Taxes Levied</b>                   |                    |          |               |
| CITY OF LAKE CITY   | 4.9000   | 18,579                                | 0                  | \$18,579 | \$91.04       |
| BOARD OF COUNTY COMMISSIONERS   | 7.8150   | 18,579                                | 0                  | \$18,579 | \$145.19      |
| COLUMBIA COUNTY SCHOOL BOARD  |  |                                       |                    |          |               |
| DISCRETIONARY   | 0.7480   | 18,579                                | 0                  | \$18,579 | \$13.90       |
| LOCAL   | 3.2170   | 18,579                                | 0                  | \$18,579 | \$59.77       |
| CAPITAL OUTLAY  | 1.5000   | 18,579                                | 0                  | \$18,579 | \$27.87       |
| SUWANNEE RIVER WATER MGT DIST   | 0.3113   | 18,579                                | 0                  | \$18,579 | \$5.78        |
| LAKE SHORE HOSPITAL AUTHORITY   | 0.0001   | 18,579                                | 0                  | \$18,579 | \$0.00        |
| <b>Total Millage</b>  |  | 18.4914                               | <b>Total Taxes</b> |          | \$343.55      |
| <b>Non-Ad Valorem Assessments</b>   |  |                                       |                    |          |               |
| <b>Code</b>   | <b>Levying Authority</b>                           |                                       |                    |          | <b>Amount</b> |
| XLCF  | CITY FIRE ASSESSMENT                               |                                       |                    |          | \$61.26       |
| <b>Total Assessments</b>  |  |                                       |                    |          | \$61.26       |
| <b>Taxes &amp; Assessments</b>  |  |                                       |                    |          | \$404.81      |

**EXHIBIT TO RESOLUTION NOT FOR EXECUTION**

| Date Paid | Transaction | Receipt | Item | Amount Paid |
|-----------|-------------|---------|------|-------------|
|-----------|-------------|---------|------|-------------|

[Prior Years Payment History](#)



| <b>Prior Year Taxes Due</b> |              |               |                        |                  |               |
|-----------------------------|--------------|---------------|------------------------|------------------|---------------|
| <b>Year</b>                 | <b>Folio</b> | <b>Status</b> | <b>Cert.</b>           | <b>Cert. Yr.</b> | <b>Amount</b> |
| 2023                        | 24964        |               | 1748                   | 2024             | \$505.05      |
| Prior Years Total           |              |               |                        |                  | \$505.05      |
| <b>If Paid By</b>           |              |               | <b>Prior Years Due</b> |                  |               |
| 11/30/2024                  |              |               | \$505.05               |                  |               |

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**File Attachments for Item:**

7. City Council Resolution No. 2024-144 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 002-2025 for Fire Extinguisher Services; accepting the bid from Fire Shield Fire Protection, LLC, a Florida Limited Liability Company, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

|                     |
|---------------------|
| <b>MEETING DATE</b> |
| 12/16/2024          |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA  |  |
|-----------------|--|
| <b>SECTION</b>  |  |
| <b>ITEM NO.</b> |  |

**SUBJECT:** ITB-002-2025 Fire Extinguisher Services

**DEPT / OFFICE:** Procurement

|   |   |                           |
|---|---|---------------------------|
| <b>Originator:</b> Angel Bryant   |   |                           |
| <b>City Manager</b><br>Don Rosenthal  | <b>Department Director</b><br>Brenda Karr | <b>Date</b><br>11/25/2024 |
| <b>Recommended Action:</b> Request Approval to accept the lowest bidder from ITB-002-2025 with Advanced Environmental Laboratories, Inc. for annual contract.   |   |                           |
| <b>Summary Explanation &amp; Background:</b><br><br>ITB-002-2025 Fire Extinguisher Services was solicited from Thursday October 21st, 2024 to Thursday, November 18, 2024. Two Proposals were submitted where Fire Shield Fire Protection was the lowest responsive bidder. |   |                           |
| <b>Alternatives:</b><br><br>Not accept bid.   |   |                           |
| <b>Source of Funds:</b><br>This will come out of the .46 (Repair and Maintenance) account for each department.  |   |                           |
| <b>Financial Impact:</b>  |   |                           |
| <b>Exhibits Attached:</b><br>ITB-002-2025 Solicitation, Fire Shield Fire Protection Proposal, & Bid tabulation  |   |                           |

**RESOLUTION NO 2024-144**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 002-2025 FOR FIRE EXTINGUISHER SERVICES; ACCEPTING THE BID FROM FIRE SHIELD FIRE PROTECTION, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 002-2025 (the “ITB”) seeking a vendor to perform fire extinguisher services (the “Services”); and

**WHEREAS**, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

**WHEREAS**, said ITB evaluation and tabulation process determined Fire Shield Fire Protection, LLC, a Florida limited liability company (the “Vendor”) was the bidder responding to the ITB with the lowest responsive bid; and

**WHEREAS**, the City desires to and does accept the Vendor’s bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor’s bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or

community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
Florida

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

INVITATION TO BID  
002-2025  
FIRE EXTINGUISHER SERVICES

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

RELEASE DATE: October 21, 2024

DEADLINE FOR QUESTIONS: November 4, 2024

PROPOSAL SUBMISSION DEADLINE: November 18, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

City of Lake City  
INVITATION TO BID  
Fire Extinguisher Services

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

Attachments:

A - Bid Document fire extinguisher

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## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

002-2025

Sealed bids will be accepted by the City of Lake City, Florida until Monday, November 18, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Fire Extinguisher Services

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, November 4, 2024 at 12:00 am. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

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

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

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

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

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

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

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

## 1.2. [Contact Information](#)

**Brenda Karr**

Procurement Director

205 North Marion Avenue

Lake City, FL 32055

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

Phone: [\(386\) 758-5407](tel:(386)758-5407)

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**Department:**  
Procurement

1.3. Timeline

|                                     |                           |
|-------------------------------------|---------------------------|
| <b>Release Project Date</b>         | October 21, 2024          |
| <b>Question Submission Deadline</b> | November 4, 2024, 12:00am |
| <b>Question Response Deadline</b>   | November 12, 2024, 4:00pm |
| <b>Proposal Submission Deadline</b> | November 18, 2024, 2:00pm |
| <b>Contractor Selection Date</b>    | December 16, 2024         |

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## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for The purpose of this specifications is to establish an annual contract for the inspection and service of fire extinguishers at City departments. .

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

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Monday, November 18, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.3. Pre-Bid Meeting

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

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, November 12, 2024 by 12:00 am. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

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## 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

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### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

The purpose of this specification is to establish an annual contract for the inspection and service of fire extinguishers. The Contractor will be required to conduct a comprehensive inspection of each unit, recertify the extinguisher, refill it if needed, and/or repair it in accordance with the National Fire Protector Agency (NFPA) and the State of Florida.

Annual testing, maintenance, servicing, and recharging must be performed by state-certified, trained persons who have available the appropriate servicing manuals, proper tools, recharge materials, lubricants, and manufacturer-recommended replacement parts or parts specifically listed for use in the fire extinguisher.

#### 3.2. Specifications

##### Fire Extinguisher Inspections

Each extinguisher must receive one inspection in a 12-month calendar year (or as required by State and Federal Laws). The annual inspection must include:

1. Ensuring the fire extinguisher is in its designed location. If not, return it to the proper location.
2. Ensuring the fire extinguisher is not damaged, including checking the outside for corrosion or signs the extinguisher has been dropped. If there is damage, replace it with a new extinguisher.
3. Replacing the inspection tag with one that has a monthly sign-off capability, with a current-year tag with the month of service and type of extinguisher. The Contractor will replace the tamper seals upon inspecting the fire extinguishers.
4. Ensuring the safety ring or similar device is present to discourage tampering. If one is not present, replace it.
5. Ensuring the pressure gauge is in the operable range or position, except for extinguishers without a gauge. If the gauge is out of range, replace it with a new fire extinguisher. If the extinguisher does not have a gauge, it must be weighed. If it is out of compliance, replace it with a new extinguisher.
6. Ensuring the fire extinguisher is visible and that there is signage indicating where the extinguisher is located. If no signage is present, install signage.
7. Extinguishers shall be cleaned at the end of the inspection.

#### 3.3. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.

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- C. Bidder shall be responsible for securing all work areas to be safe.

### 3.4. Code and Standards

All fire extinguishers and maintenance thereof will be in accordance with the NFPA's current standards for Portable Fire Extinguishers and the Code of Federal Regulations (CFR) for hydrostatic testing. In the State of Florida, portable fire extinguishers must be maintained according to NFPA 10, which is part of Florida State Law. Florida State law requires that fire extinguisher maintenance, be performed only by a qualified state permitted Fire Extinguisher technician who is employed by a Florida State Licensed Fire Equipment Sales and Service Dealer.

### 3.5. Additions/Deletions

The City reserves the right to add and/or delete fire extinguishers at any City location at any time throughout the duration of the Agreement. At no charge to the City, the contractor shall remove and dispose of old fire extinguishers at all sites. Installation of an additional extinguisher (where there has never been one before) will be charged at the new extinguisher rate plus labor as specified in the Price Sheet.

### 3.6. Safety

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

### 3.7. Employees

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

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- F. Employees that will be performing services at City Departments must be able to pass a level 2 background check.

### 3.8. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.
- C. The Contractor will schedule all inspections with the City's Department with a minimum of forty-eight (48) hours advance notice. All work must be conducted onsite, if feasible.

### 3.9. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.
- C. The Contractor must warrant all parts, labor, and workmanship provided under this contract for a period of no less than one (1) year from the date of final acceptance by the City of Lake City. Labor warranty shall extend to include any manufacturer-provided warranties for specific equipment if that equipment's warranty period is in excess of one (1) year. Maintenance of the warranty inventory list shall be provided by the Contract at no additional cost to the City. The warranty period starts the day the item is installed at City of Lake City.

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### 3.10. Delivery

No personnel or equipment will be supplied by the City of Lake City to handle or unload any items being received by the City. Delivery charges, if any, shall be included in your bid and no charges shall be noted on the Contractors invoice.

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## 4. General Terms and Conditions

### 4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
- 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
- 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

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#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

#### 4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### 4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### 4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

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the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. [Collusion Among Firms](#)

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. [Conflict of Interest](#)

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. [Conflicts within the Solicitation](#)

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. [Continuation of Work](#)

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. [Cost of Preparing Bid Response](#)

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

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#### 4.15. [Execution of Contract](#)

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. [Interpretation of Contract Documents](#)

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. [Liability](#)

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. [Notice to Proceed](#)

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. [Price Bid](#)

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. [Protests](#)

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

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reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### 4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### 4.24. Indemnity

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

#### 4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### 4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

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- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

#### 4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

#### 4.28. Payment

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

#### 4.29. Or Equal

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

#### 4.30. Experience/References

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

#### 4.31. Change Orders

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

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

#### 4.32. Addendum

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

#### 4.33. Required Documents

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

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

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

#### 4.35. Payment And Performance Bonds

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

#### 4.36. Additional Information

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

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## 5. Pricing Proposal

### ABC FIRE EXTINGUISHERS

| Line Item    | Description  | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|----------|-----------------|-----------|-------|--------|
| 1            | Recharge 2.5 lb ABC Portable Fire Extinguishers                      | 8        | Per Unit        |           |       |        |
| 2            | Recharge 5 lb ABC Portable Fire Extinguishers                        | 186      | Per Unit        |           |       |        |
| 3            | Recharge 8 lb ABC Portable Fire Extinguishers                        | 5        | Per Unit        |           |       |        |
| 4            | Recharge 10 lb ABC Portable Fire Extinguishers                       | 58       | Per Unit        |           |       |        |
| 5            | Recharge 20 lb ABC Portable Fire Extinguishers                       | 1        | Per Unit        |           |       |        |
| 6            | Annual Inspection/certification of Portable Fire Extinguishers (ABC) | 258      | Per Unit        |           |       |        |
| 7            | Six-Year Maintenance for all ABC Portable Fire Extinguishers         | 258      | Per Unit        |           |       |        |
| 8            | Hydro Testing on all ABC Portable Fire Extinguishers                 | 258      | Per Unit        |           |       |        |
| <b>TOTAL</b> |  |          |                 |           |       |        |

### BC FIRE EXTINGUISHERS

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| Line Item    | Description   | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|---|----------|-----------------|-----------|-------|--------|
| 1            | Recharge 5 lb BC Portable Fire Extinguishers                        | 5        | Per Unit        |           |       |        |
| 2            | Recharge 10 lb BC Portable Fire Extinguishers                       | 0        | Per Unit        |           |       |        |
| 3            | Recharge 20 lb BC Portable Fire Extinguishers                       | 13       | Per Unit        |           |       |        |
| 4            | Annual Inspection/certification of Portable Fire Extinguishers (BC) | 18       | Per Unit        |           |       |        |
| 5            | Six-Year Maintenance for all BC Portable Fire Extinguishers         | 18       | Per Unit        |           |       |        |
| 6            | Hydro Testing on all BC Portable Fire Extinguishers                 | 18       | Per Unit        |           |       |        |
| <b>TOTAL</b> |   |          |                 |           |       |        |

**CO2 FIRE EXTINGUISHERS**

| Line Item | Description                                    | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|--|----------|-----------------|-----------|-------|--------|
| 1         | Recharge 5 lb CO2 Portable Fire Extinguishers  | 1        | Per Unit        |           |       |        |
| 2         | Recharge 10 lb CO2 Portable Fire Extinguishers | 0        | Per Unit        |           |       |        |
| 3         | Recharge 15 lb CO2 Portable Fire Extinguishers | 0        | Per Unit        |           |       |        |

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| Line Item    | Description  | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|----------|-----------------|-----------|-------|--------|
| 4            | Recharge 20 lb CO2 Portable Fire Extinguishers                       | 0        | Per Unit        |           |       |        |
| 5            | Recharge 45 lb CO2 Portable Fire Extinguishers                       | 5        | Per Unit        |           |       |        |
| 6            | Annual Inspection/certification of Portable Fire Extinguishers (CO2) | 6        | Per Unit        |           |       |        |
| 7            | Six-Year Maintenance for all CO2 Portable Fire Extinguishers         | 6        | Per Unit        |           |       |        |
| 8            | Hydro Testing on all CO2 Portable Fire Extinguishers                 | 6        | Per Unit        |           |       |        |
| <b>TOTAL</b> |  |          |                 |           |       |        |

**PK FIRE EXTINGUISHERS**

| Line Item    | Description   | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|---|----------|-----------------|-----------|-------|--------|
| 1            | Recharge 20 lb PK Portable Fire Extinguishers               | 4        | Per Unit        |           |       |        |
| 2            | Six-Year Maintenance for all PK Portable Fire Extinguishers | 4        | Per Unit        |           |       |        |
| 3            | Hydro Testing on all PK Portable Fire Extinguishers         | 4        | Per Unit        |           |       |        |
| <b>TOTAL</b> |   |          |                 |           |       |        |

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**REPLACEMENT COST OF FIRE EXTINGUISHERS**

| Line Item | Description                                   | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---|----------|-----------------|-----------|-------|--------|
| 1         | Replace 2.5 lb ABC Portable Fire Extinguisher | 1        | Per Unit        |           |       |        |
| 2         | Replace 5 lb ABC Portable Fire Extinguisher   | 1        | Per Unit        |           |       |        |
| 3         | Replace 8 lb ABC Portable Fire Extinguisher   | 1        | Per Unit        |           |       |        |
| 4         | Replace 10 lb ABC Portable Fire Extinguisher  | 1        | Per Unit        |           |       |        |
| 5         | Replace 20 lb ABC Portable Fire Extinguisher  | 1        | Per Unit        |           |       |        |
| 6         | Replace 5 lb BC Portable Fire Extinguisher    | 1        | Per Unit        |           |       |        |
| 7         | Replace 10 lb BC Portable Fire Extinguisher   | 1        | Per Unit        |           |       |        |
| 8         | Replace 20 lb BC Portable Fire Extinguisher   | 1        | Per Unit        |           |       |        |
| 9         | Replace 5 lb CO2 Portable Fire Extinguisher   | 1        | Per Unit        |           |       |        |
| 10        | Replace 10 lb CO2 Portable Fire Extinguisher  | 1        | Per Unit        |           |       |        |

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| Line Item    | Description                                  | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|--|----------|-----------------|-----------|-------|--------|
| 11           | Replace 15 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        |           |       |        |
| 12           | Replace 20 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        |           |       |        |
| 13           | Replace 45 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        |           |       |        |
| 14           | Replace 20 lb PK Portable Fire Extinguisher  | 1        | Per Unit        |           |       |        |
| <b>TOTAL</b> |  |          |                 |           |       |        |

**REPLACEMENT PARTS AND SERVICES**

| Line Item | Description         | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|-----------|---------------------|----------|-----------------|-----------|-------|--------|
| 1         | O Rings             | 1        | Per Unit        |           |       |        |
| 2         | Valve Stem          | 1        | Per Unit        |           |       |        |
| 3         | Pressure Gauge      | 1        | Per Unit        |           |       |        |
| 4         | Hose Straps         | 1        | Per Unit        |           |       |        |
| 5         | Safety Pull Pins    | 1        | Per Unit        |           |       |        |
| 6         | Discharge Hose      | 1        | Per Unit        |           |       |        |
| 7         | Wall Bracket        | 1        | Per Unit        |           |       |        |
| 8         | Vehicle Bracket     | 1        | Per Unit        |           |       |        |
| 9         | Inspection Tag      | 1        | Per Unit        |           |       |        |
| 10        | Verification Collar | 1        | Per Unit        |           |       |        |

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| Line Item    | Description         | Quantity | Unit of Measure | Unit Cost | Total | No Bid |
|--------------|---------------------|----------|-----------------|-----------|-------|--------|
| 11           | Vinyl Cover         | 1        | Per Unit        |           |       |        |
| 12           | Tamper Seal         | 1        | Per Unit        |           |       |        |
| 13           | Installation Charge | 1        | Per Unit        |           |       |        |
| 14           | Service Call        | 1        | Per Unit        |           |       |        |
| 15           | Labor Rate Per Hour | 1        | Per Unit        |           |       |        |
| <b>TOTAL</b> |                     |          |                 |           |       |        |

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## 6. Vendor Questionnaire

### 6.1. References\*

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

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

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

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

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

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

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

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

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

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

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

- A. The above named entity is submitting a Bid for the City of Lake City 002-2025 described as Fire Extinguisher Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

\*Response required

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

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

*Select all that apply*

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

\*Response required

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

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

\*Response required

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

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

Please confirm

\*Response required

### 6.9. Drug Free Workplace Certificate\*

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

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

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

Please confirm

\*Response required

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

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
002-2025, Fire Extinguisher Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

\*Response required

#### 6.11. Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

- [Human Trafficking.docx](#)

\*Response required

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

002-2025-Fire Extinguisher Services

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

**EXHIBIT TO  
RESOLUTION**

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

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

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

Please confirm

\*Response required

### 6.13. [Bidder's Checklist\\*](#)

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

Please confirm

\*Response required

### 6.14. [Clarifications and Exceptions\\*](#)

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

\*Response required

### 6.15. [Federal Identification No. \(FEID\)\\*](#)

Please provide your FEIN number here.

\*Response required

### 6.16. [License-Certification\\*](#)

Please download the below documents, complete, and upload.

- [License-Certification.docx](#)

\*Response required

### 6.17. [Acknowledgments\\*](#)

- A. This sworn statement is submitted with 002-2025.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any

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other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

\*Response required

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

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

*Select all that apply*

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### 6.19. [Required Documents](#)

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

#### 6.20. [Describe Action Taken](#)

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

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



[FIRE SHIELD FIRE PROTECTION] RESPONSE DOCUMENT REPORT

ITB No. 002-2025

Fire Extinguisher Services

RESPONSE DEADLINE: November 18, 2024 at 2:00 pm

Report Generated: Wednesday, November 27, 2024

Fire Shield Fire Protection Response

CONTACT INFORMATION

**Company:**

Fire Shield Fire Protection

**Email:**

fireshieldfireprotection@gmail.com

**Contact:**

Kamren Stowers

**Address:**

1440 Edgewood Ave west #9351  
Jacksonville, FL 32208

**Phone:**

(904) 219-7719

**Website:**

<https://www.fireshieldjax.com/>

**Submission Date:**

Nov 14, 2024 3:07 PM (Eastern Time)

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**ADDENDA CONFIRMATION**

*No addenda issued*

**QUESTIONNAIRE**

**1. References\***

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

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

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

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

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

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

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

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

-Fire Shield Fire Protection  
-1440 Edgewood Ave West #9351  
Jacksonville, FL 32208  
-904-219-7719  
-Kamren Stowers  
[-fireshieldfireprotection@gmail.com](mailto:fireshieldfireprotection@gmail.com)



-I have been in business for 3 years.

-*Metropolitan Dezinz* 904-383-6988

-Ready, Set, Go, Learn Childcare 904-374-6622

-Phoenix Arts District 904-993-7025

**2. Title and Organization\***

Please provide your title and organization's name.

Owner - Fire Shield Fire Protection

**3. Local Office\***

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

Lake City Florida

**4. Principal Office\***

Please provide the city and state for your Principal Office.

Jacksonville Florida

**5. Conflict of Interest Statement\***

- A. The above named entity is submitting a Bid for the City of Lake City 002-2025 described as Fire Extinguisher Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for

the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

#### 6. Disputes Disclosure Form\*

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

None

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

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

N/A

**8. Disputes Disclosure Form - Acknowledgement\***

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

Confirmed

**9. Drug Free Workplace Certificate\***

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

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

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

Confirmed

**10. Non-Collusion Affidavit\***

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
002-2025, Fire Extinguisher Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

**11. Human Trafficking Affidavit\***

Please download the below documents, complete, and upload.

- [Human Trafficking.docx](#)

HumanTraffickingAffidavit.pdf

**12. E-Verify Affirmation Statement\***

002-2025-Fire Extinguisher Services

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

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

Confirmed

**13. Bidder's Checklist\***

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

Confirmed

**14. Clarifications and Exceptions\***

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

N/A

**15. Federal Identification No. (FEID)\***

Please provide your FEIN number here.

93-4571927

### 16. License-Certification\*

Please download the below documents, complete, and upload.

- [License-Certification.docx](#)

Fire\_Shield\_Fire\_Protection\_LLC.pdf

IMG\_5469.jpg

Resale\_Certificate.pdf

### 17. Acknowledgments\*

- A. This sworn statement is submitted with 002-2025.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A

person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

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

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

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

**19. Required Documents**

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

DoesntApply.pdf

**20. Describe Action Taken**

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

N/A

**PRICE TABLES**

**ABC FIRE EXTINGUISHERS**

| Line Item    | Description  | Quantity | Unit of Measure | Unit Cost | Total              | No Bid |
|--------------|--|----------|-----------------|-----------|--------------------|--------|
| 1            | Recharge 2.5 lb ABC Portable Fire Extinguishers                      | 8        | Per Unit        | \$24.00   | \$192.00           |        |
| 2            | Recharge 5 lb ABC Portable Fire Extinguishers                        | 186      | Per Unit        | \$24.00   | \$4,464.00         |        |
| 3            | Recharge 8 lb ABC Portable Fire Extinguishers                        | 5        | Per Unit        | \$24.00   | \$120.00           |        |
| 4            | Recharge 10 lb ABC Portable Fire Extinguishers                       | 58       | Per Unit        | \$24.00   | \$1,392.00         |        |
| 5            | Recharge 20 lb ABC Portable Fire Extinguishers                       | 1        | Per Unit        | \$24.00   | \$24.00            |        |
| 6            | Annual Inspection/certification of Portable Fire Extinguishers (ABC) | 258      | Per Unit        | \$6.00    | \$1,548.00         |        |
| 7            | Six-Year Maintenance for all ABC Portable Fire Extinguishers         | 258      | Per Unit        | \$24.00   | \$6,192.00         |        |
| 8            | Hydro Testing on all ABC Portable Fire Extinguishers                 | 258      | Per Unit        | \$24.00   | \$6,192.00         |        |
| <b>TOTAL</b> |  |          |                 |           | <b>\$20,124.00</b> |        |

**BC FIRE EXTINGUISHERS**

| Line Item | Description                                   | Quantity | Unit of Measure | Unit Cost | Total    | No Bid |
|-----------|---|----------|-----------------|-----------|----------|--------|
| 1         | Recharge 5 lb BC Portable Fire Extinguishers  | 5        | Per Unit        | \$24.00   | \$120.00 |        |
| 2         | Recharge 10 lb BC Portable Fire Extinguishers | 0        | Per Unit        | \$0.01    |          |        |
| 3         | Recharge 20 lb BC Portable Fire Extinguishers | 13       | Per Unit        | \$24.00   | \$312.00 |        |



| Line Item    | Description   | Quantity | Unit of Measure | Unit Cost | Total             | No Bid |
|--------------|---|----------|-----------------|-----------|-------------------|--------|
| 4            | Annual Inspection/certification of Portable Fire Extinguishers (BC) | 18       | Per Unit        | \$6.00    | \$108.00          |        |
| 5            | Six-Year Maintenance for all BC Portable Fire Extinguishers         | 18       | Per Unit        | \$24.00   | \$432.00          |        |
| 6            | Hydro Testing on all BC Portable Fire Extinguishers                 | 18       | Per Unit        | \$24.00   | \$432.00          |        |
| <b>TOTAL</b> |   |          |                 |           | <b>\$1,404.00</b> |        |

**CO2 FIRE EXTINGUISHERS**

| Line Item | Description  | Quantity | Unit of Measure | Unit Cost | Total    | No Bid |
|-----------|--|----------|-----------------|-----------|----------|--------|
| 1         | Recharge 5 lb CO2 Portable Fire Extinguishers                        | 1        | Per Unit        | \$25.00   | \$25.00  |        |
| 2         | Recharge 10 lb CO2 Portable Fire Extinguishers                       | 0        | Per Unit        | \$0.01    |          |        |
| 3         | Recharge 15 lb CO2 Portable Fire Extinguishers                       | 0        | Per Unit        | \$0.01    |          |        |
| 4         | Recharge 20 lb CO2 Portable Fire Extinguishers                       | 0        | Per Unit        | \$0.01    |          |        |
| 5         | Recharge 45 lb CO2 Portable Fire Extinguishers                       | 5        | Per Unit        | \$80.00   | \$400.00 |        |
| 6         | Annual Inspection/certification of Portable Fire Extinguishers (CO2) | 6        | Per Unit        | \$6.00    | \$36.00  |        |
| 7         | Six-Year Maintenance for all CO2 Portable Fire Extinguishers         | 6        | Per Unit        | \$24.00   | \$144.00 |        |
| 8         | Hydro Testing on all CO2 Portable Fire Extinguishers                 | 6        | Per Unit        | \$24.00   | \$144.00 |        |

| Line Item    | Description | Quantity | Unit of Measure | Unit Cost | Total           | No Bid |
|--------------|-------------|----------|-----------------|-----------|-----------------|--------|
| <b>TOTAL</b> |             |          |                 |           | <b>\$749.00</b> |        |

**PK FIRE EXTINGUISHERS**

| Line Item    | Description   | Quantity | Unit of Measure | Unit Cost | Total           | No Bid |
|--------------|---|----------|-----------------|-----------|-----------------|--------|
| 1            | Recharge 20 lb PK Portable Fire Extinguishers               | 4        | Per Unit        | \$24.00   | \$96.00         |        |
| 2            | Six-Year Maintenance for all PK Portable Fire Extinguishers | 4        | Per Unit        | \$24.00   | \$96.00         |        |
| 3            | Hydro Testing on all PK Portable Fire Extinguishers         | 4        | Per Unit        | \$24.00   | \$96.00         |        |
| <b>TOTAL</b> |   |          |                 |           | <b>\$288.00</b> |        |

**REPLACEMENT COST OF FIRE EXTINGUISHERS**

| Line Item | Description                                   | Quantity | Unit of Measure | Unit Cost | Total    | No Bid |
|-----------|---|----------|-----------------|-----------|----------|--------|
| 1         | Replace 2.5 lb ABC Portable Fire Extinguisher | 1        | Per Unit        | \$50.00   | \$50.00  |        |
| 2         | Replace 5 lb ABC Portable Fire Extinguisher   | 1        | Per Unit        | \$65.00   | \$65.00  |        |
| 3         | Replace 8 lb ABC Portable Fire Extinguisher   | 1        | Per Unit        | \$75.00   | \$75.00  |        |
| 4         | Replace 10 lb ABC Portable Fire Extinguisher  | 1        | Per Unit        | \$85.00   | \$85.00  |        |
| 5         | Replace 20 lb ABC Portable Fire Extinguisher  | 1        | Per Unit        | \$165.00  | \$165.00 |        |
| 6         | Replace 5 lb BC Portable Fire Extinguisher    | 1        | Per Unit        | \$120.00  | \$120.00 |        |

| Line Item    | Description                                  | Quantity | Unit of Measure | Unit Cost  | Total             | No Bid |
|--------------|--|----------|-----------------|------------|-------------------|--------|
| 7            | Replace 10 lb BC Portable Fire Extinguisher  | 1        | Per Unit        | \$180.00   | \$180.00          |        |
| 8            | Replace 20 lb BC Portable Fire Extinguisher  | 1        | Per Unit        | \$270.00   | \$270.00          |        |
| 9            | Replace 5 lb CO2 Portable Fire Extinguisher  | 1        | Per Unit        | \$225.00   | \$225.00          |        |
| 10           | Replace 10 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        | \$320.00   | \$320.00          |        |
| 11           | Replace 15 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        | \$370.00   | \$370.00          |        |
| 12           | Replace 20 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        | \$460.00   | \$460.00          |        |
| 13           | Replace 45 lb CO2 Portable Fire Extinguisher | 1        | Per Unit        | \$2,300.00 | \$2,300.00        |        |
| 14           | Replace 20 lb PK Portable Fire Extinguisher  | 1        | Per Unit        | \$270.00   | \$270.00          |        |
| <b>TOTAL</b> |  |          |                 |            | <b>\$4,955.00</b> |        |

**REPLACEMENT PARTS AND SERVICES**

| Line Item | Description      | Quantity | Unit of Measure | Unit Cost | Total  | No Bid |
|-----------|------------------|----------|-----------------|-----------|--------|--------|
| 1         | O Rings          | 1        | Per Unit        | \$0.15    | \$0.15 |        |
| 2         | Valve Stem       | 1        | Per Unit        | \$3.50    | \$3.50 |        |
| 3         | Pressure Gauge   | 1        | Per Unit        | \$3.50    | \$3.50 |        |
| 4         | Hose Straps      | 1        | Per Unit        | \$0.50    | \$0.50 |        |
| 5         | Safety Pull Pins | 1        | Per Unit        | \$0.50    | \$0.50 |        |

| Line Item    | Description         | Quantity | Unit of Measure | Unit Cost | Total           | No Bid |
|--------------|---------------------|----------|-----------------|-----------|-----------------|--------|
| 6            | Discharge Hose      | 1        | Per Unit        | \$5.00    | \$5.00          |        |
| 7            | Wall Bracket        | 1        | Per Unit        | \$0.50    | \$0.50          |        |
| 8            | Vehicle Bracket     | 1        | Per Unit        | \$20.00   | \$20.00         |        |
| 9            | Inspection Tag      | 1        | Per Unit        | \$0.50    | \$0.50          |        |
| 10           | Verification Collar | 1        | Per Unit        | \$0.50    | \$0.50          |        |
| 11           | Vinyl Cover         | 1        | Per Unit        | \$8.00    | \$8.00          |        |
| 12           | Tamper Seal         | 1        | Per Unit        | \$0.50    | \$0.50          |        |
| 13           | Installation Charge | 1        | Per Unit        | \$0.01    | \$0.01          |        |
| 14           | Service Call        | 1        | Per Unit        | \$100.00  | \$100.00        |        |
| 15           | Labor Rate Per Hour | 1        | Per Unit        | \$65.00   | \$65.00         |        |
| <b>TOTAL</b> |                     |          |                 |           | <b>\$208.16</b> |        |

## HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as Owner (Role) of Fire Shield Fire Protection (Company).
3. Fire Shield Fire Protection (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Kamren Stowers Owner (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

### COMPANY

Fire Shield Fire Protection  
NAME OF BUSINESS ENTITY

Kamren Stowers  
SIGNATURE

Kamren Stowers Owner  
TYPE NAME AND TITLE

EXHIBIT TO  
RESOLUTION

NOT FOR  
EXECUTION

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L23000522849  
FILED 8:00 AM  
November 20, 2023  
Sec. Of State  
nculligan

**Article I**

The name of the Limited Liability Company is:  
FIRE SHIELD FIRE PROTECTION LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
1440 EDGEWOOD AVE WEST UNIT 9351  
JACKSONVILLE, FL. 32208

The mailing address of the Limited Liability Company is:  
1440 EDGEWOOD AVE WEST UNIT 9351  
JACKSONVILLE, FL. 32208

**Article III**

The name and Florida street address of the registered agent is:  
KAMREN STOWERS  
1440 EDGEWOOD AVE WEST UNIT 9351  
JACKSONVILLE, FL. 32208

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: KAMREN STOWERS

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
KAMREN STOWERS  
1440 EDGEWOOD AVE WEST UNIT 9351  
JACKSONVILLE, FL. 32208

L23000522849  
FILED 8:00 AM  
November 20, 2023  
Sec. Of State  
nculligan

**Article V**

The effective date for this Limited Liability Company shall be:

11/20/2023

Signature of member or an authorized representative

Electronic Signature: KAMREN STOWERS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**Jimmy Patronis**  
**CHIEF FINANCIAL OFFICER**

**JoAnne Rice**  
**DIVISION DIRECTOR**



**Bruce Gillingham**  
**BUREAU CHIEF**  
**Catherine Thrasher**  
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**FIRE EQUIPMENT DEALER LICENSE**  
**OFFICIAL COPY**

**THIS CERTIFIES THAT:** Fire Shield Fire Protection LLC  
9921 New Kings Road Unit 107  
Jacksonville FL 32219

**QUALIFIER:** Kamren D Stowers

*Has Complied with Florida statutes and has qualified for the type and class shown here on to service, recharge, repair, install, or inspect all types Fire Extinguishers except recharging carbon dioxide units and to conduct hydrostatic tests on water, water chemical, and dry chemical types of extinguishers only. Excludes any service, recharge, repair, installation or inspection of any type of Halon Extinguisher.*

**Issue Date:** 06/20/2024  
**Type:** 07  
**Class:** 03  
**County:** Duval  
**License/Permit #:** FED24-000040  
**Expiration Date:** 12/31/2025



*Jimmy Patronis*  
**Chief Financial Officer**





# Certificate of Registration

DR-11  
R. 10/23

Issued Pursuant to Chapter 212, Florida Statutes

|                    |                             |
|--------------------|-----------------------------|
| 26-8019557608-1    | 08/06/24                    |
| Certificate Number | Registration Effective Date |

This certifies that

FIRE SHIELD FIRE PROTECTION LLC  
1440 EDGEWOOD AVE W # 9351  
JACKSONVILLE FL 32208-9208

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



**This is your Sales & Use Tax Certificate of Registration. Detach and Post in a Conspicuous Place.**



**Notify the Department immediately if you change your:**

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting [floridarevenue.com/taxes/updateaccount](http://floridarevenue.com/taxes/updateaccount).

**Submit a new registration (online or paper) when you:**

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.

EXHIBIT TO RESOLUTION NOT FOR EXCISE

**Below is your Florida Annual Resale Certificate for Sales Tax. New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year. These certificates are valid immediately.**



DR-11R, R. 10/23



## 2024 Florida Annual Resale Certificate for Sales Tax

DR-13  
R. 10/23

This Certificate Expires on December 31, 2024

Business Name and Location Address  
FIRE SHIELD FIRE PROTECTION LLC  
1440 EDGEWOOD AVE W # 9351  
JACKSONVILLE FL 32208-9208

Certificate Number  
26-8019557608-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

N/A

**File Attachments for Item:**

8. City Council Resolution No. 2024-145 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, a Nonprofit Organization; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## RESOLUTION NO 2024 - 145

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, A NONPROFIT ORGANIZATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 2, 2024, the City of Lake City, Florida, (the “City”) entered into two separate Agreements (the “Agreements”) with Another Way, Inc., Domestic Violence and Rape Crisis Center, a nonprofit organization, (the “Agency”) pursuant to Resolutions 2024-001 and 2024-002; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-001 was to coordinate services to victims/survivors of rape; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-002 was to coordinate services to victims/survivors of domestic violence; and

**WHEREAS**, the Agreements are set to expire; and

**WHEREAS**, the City and the Agency would like to continue the Agreements as one singular Agreement (the “Agreement”) in the form of the Exhibit attached hereto; and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute and bind the City to the terms of the Agreement; and
5. The Chief of Police is authorized and directed to execute said Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney



**Lake City Police Department**  
Intra-Departmental Correspondence Form



**24-I-081**

---

To: Don Rosenthal, City Manager  
From: Chief Gerald Butler  
Subject: Renewal MOUs-Another Way for Domestic Violence Survivors & Rape Survivors  
Date: December 4, 2024

---

Attached are two current Memorandums of Understanding that are coming up for renewal (Res. 2024-001 and 2024-002). Both expire 1-10-2025.

Historically, one MOU was for coordinating services to victims/survivors of rape and the other one was for coordinating services to victims/survivors of domestic violence. This year, Another Way has combined both of these services to be included in one MOU.

The renewal MOU is attached with some minor wording changes from previous ones approved. If there are any questions, our contact at Another Way is Lisa Hudson, Program Director. She may be reached at 386-719-2700.

Please place this on the Council's agenda. Thank you.

Cc: Administrative File

**Memorandum of Understanding  
Between Another Way, Inc., Domestic Violence and Rape Crisis Center  
And Lake City Police Department**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose mailing address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
  
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to victims/survivors of domestic violence and/or sexual assault in the jurisdiction of the Lake City Police Department.
  
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
  
4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative if requested by LCPD supervisory staff; including but not limited to the LCPD Office, physical location of the domestic violence/sexual assault or medical treatment facilities. Additionally:
  - a. AW will provide LCPD with a central email address or fax number to which reports will be delivered. Official Law Enforcement reports will be used only for the purpose of assisting survivors/victims of domestic violence, sexual assault, and/or human trafficking in application to the Attorney General’s Office Victim Compensation.
  - b. AW shall be responsible for complying with all provisions of Florida Statutes Chapter 119 regarding the dissemination of public records.
  - c. AW will support Law Enforcement initiatives that address victim safety and perpetrator accountability.
  - d. AW agrees to abide by all applicable local, state, and federal laws, rules, and regulations, as well as the FBI Criminal Justice Information System (CJIS) Security Policy and rules and regulations of FCIC, with regards to the use of reports/sworn complaints.
  - e. AW agrees to participate in public awareness and prevention activities that further the goal of a Coordinated Community Response to domestic/sexual violence.
  - f. AW agrees to provide LCPD with any domestic/sexual violence awareness materials to include purple/teal metal ribbon pins, purple decorative ribbons, domestic/sexual violence awareness month signs to display, and/or any printed material for awareness months.

- g. AW agrees to conduct routine and calendared training for LCPD on issues related to addressing the needs of domestic/sexual violence to survivors and their children and other related topics. AW will provide LCPD with recorded training or will conduct in-person training.

**5. Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)). Additionally:

- a. The LCPD agrees to provide AW with offense incident reports documenting domestic violence/sexual assault in accordance with FS. 741.29 (2) when said reports have been completed and approved by LCPD supervision.
- b. LCPD and AW will work collaboratively with other community agencies to achieve mutual goals, including the enhancement of domestic violence and sexual assault victims and child safety, increasing batterer accountability, and reducing domestic violence homicides.
- c. LCPD and AW will ensure all information released to each other adheres to all applicable confidentiality and privilege laws, and any protocols agreed to by the partners addressing information sharing and cooperation in domestic/sexual violence prevention and investigation.
- d. LCPD will provide referrals to AW for individuals or families who have reported domestic violence/sexual assault allegations and for individuals or families that are later identified as needing domestic/sexual violence services.
- e. LCPD will support the efforts of AW by enforcing all laws pertaining to domestic violence/sexual assault. In addition, LCPD will provide survivors with information about AW and connect them with the center's 24-hour helpline number if the survivor would like to speak with a domestic/sexual violence advocate.
- f. LCPD will provide attendance record of any Law Enforcement officer who participates in an in-person or recorded Law Enforcement training.
- g. LCPD agrees to participate in domestic/sexual violence awareness and prevention activities that further the goal of the Coordinated Community Response to domestic/sexual violence. LCPD will wear purple/teal ribbon pins during domestic violence awareness month (October) and sexual violence awareness month (April).
- h. LCPD will add the AW 24-7 helpline number and link to AW website on the LCPD website.

**6. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.



7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

**Another Way, Inc.**

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Patricia Langford, Executive Director**

\_\_\_\_\_  
**Date**

**Lake City Police Department**

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Gerald Butler, Chief of Police**

\_\_\_\_\_  
**Date**

City of Lake City

EXHIBIT-NOT FOR EXECUTION

\_\_\_\_\_  
**Noah Walker, Mayor**

\_\_\_\_\_

TJK/alj  
12/15/2023

**CITY COUNCIL RESOLUTION NO. 2024-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES THAT ARE PROVIDED TO ADULT AND ADOLESCENT VICTIMS AND SURVIVORS OF RAPE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter "Another Way") to coordinate services to adults and adolescents (age two [2] and up who don't fall under the jurisdiction of the child protection team) victims and survivors of rape who present to LCPD as described in the Memorandum of Understanding (hereinafter the "MOU"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

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

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

**Section 2.** The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

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

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

**PASSED AND ADOPTED** at a meeting of the City Council on this 2nd day of January 2024.

**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

BY:   
Audrey E. Sikes,  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY:   
Thomas J. Kennon, III  
City Attorney

**Memorandum of Understanding  
Between Another Way, Inc., Domestic Violence and Rape Crisis Center  
And Lake City Police Department**

1. **Parties.** This memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to adults and adolescent (age 2 and up who don't fall under the jurisdiction of the child protection team) **victims/survivors of rape** who present at the Lake City Police Department.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (currently 496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative including but not limited to the LCPD Office, physical location of the sexual violence or a hospital. AW staff will respond to the unit of the hospital specified by the hospital staff. AW agrees to facilitate Multi-County SART (Sexual Assault Response Team) meetings.
5. **Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to be an active partner in the Multi-County SART (Sexual Assault Response Team) monthly meetings. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).
6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

  
\_\_\_\_\_  
Patricia Langford, Executive Director

1/11/24  
Date

Lake City Police Department

  
\_\_\_\_\_  
Gerald Butler, Chief of Police

1/5/24  
Date

TJK/alj  
12/15/2023

**CITY COUNCIL RESOLUTION 2024-002**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO COORDINATE SERVICES TO VICTIMS AND SURVIVORS OF DOMESTIC VIOLENCE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") by and through its Lake City Police Department (hereinafter the "LCPD"), previously determined it is in its best interest and the best interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center (hereinafter "Another Way") to coordinate services to victims and survivors of domestic violence who present to LCPD as described in the Memorandum of Understanding (hereinafter the "MOU"); and

**WHEREAS**, the City finds it to be in the City's best interests to renew the MOU with Another Way, a copy of which is attached hereto and made a part of this resolution.

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

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

**Section 2.** The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

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

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

**PASSED AND ADOPTED** at a meeting of the City Council on this 2nd day of January 2024.

**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

BY:   
Audrey E. Sikes,  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

BY:   
Thomas J. Kennon, III  
City Attorney

**Memorandum of Understanding  
Between Another Way, Inc., Domestic Violence and Rape Crisis Center  
And Lake City Police Department**

1. **Parties.** This memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Another Way, Inc. Domestic Violence and Rape Crisis Center (AW), whose address is P.O. Box 1028, Lake City, FL 32056-1028, and Lake City Police Department (LCPD), whose address is 225 NW Main Blvd. Ste. 102, Lake City, FL 32055.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the agencies will work together to best coordinate services to victims/survivors of domestic violence in the jurisdiction of the Lake City Police Department.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 1 year. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or certified mail to the address listed above.
4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City, (currently 496 SW Ring Court, Lake City, FL 32025). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to locations specified by the LCPD representative including but not limited to the LCPD Office, physical location of the domestic violence or a hospital.
5. **Responsibilities of Lake City Police Department.** The LCPD has sole discretion in determining when it is appropriate and safe for an AW on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).
6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.



7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

  
Patricia Langford

1/10/24  
Date

Lake City Police Department

  
Gerald Butler, Chief of Police

1/10/24  
Date

**File Attachments for Item:**

9. City Council Resolution No. 2024-146 - A resolution of the City of Lake City, Florida, approving Change Order Number Four to that certain contract between the City and SGS Contracting Services, Inc. as said contract was approved and adopted pursuant to City of Lake City Resolution No 2023-099; pursuant to said Change Order Number Four extending the date of substantial completion and the final payment date for the Rehabilitation Project at the City of Lake City's Waste Water Treatment Plant; making certain findings of fact in support of the City approving said Change Order; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.

|                     |
|---------------------|
| <b>MEETING DATE</b> |
|                     |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA  |  |
|-----------------|--|
| <b>SECTION</b>  |  |
| <b>ITEM NO.</b> |  |

**SUBJECT:** Resolution No. 2023-099

**DEPT / OFFICE:** Utilities - Wastewater

|   |   |                          |
|---|---|--------------------------|
| <b>Originator:</b><br>Cody Pridgeon, Wastewater Director  |   |                          |
| <b>City Manager</b><br>Don Rosenthal  | <b>Department Director</b><br>Cody Pridgeon | <b>Date</b><br>12/6/2024 |
| <b>Recommended Action:</b><br>Approve Change Order No. 4 to Resolution No. 2023-099   |   |                          |
| <b>Summary Explanation &amp; Background:</b><br><br>Construction has been completed on the project but there has been delays in receiving close out documents. SGS is Requesting an additional 180 days be added to the contract. This will put Substantial Completion at November 20, 2024 and Final Payment at December 20, 2024. |   |                          |
| <b>Alternatives:</b><br>Not Approve   |   |                          |
| <b>Source of Funds:</b><br>N/A  |   |                          |
| <b>Financial Impact:</b><br>\$0   |   |                          |
| <b>Exhibits Attached:</b><br>1) Change Order Request No.4   |   |                          |

CM/rrp  
12.06.2024

## **RESOLUTION NO 2024 - 146**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING CHANGE ORDER NUMBER FOUR TO THAT CERTAIN CONTRACT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC. AS SAID CONTRACT WAS APPROVED AND ADOPTED PURSUANT TO CITY OF LAKE CITY RESOLUTION NO 2023-099; PURSUANT TO SAID CHANGE ORDER NUMBER FOUR EXTENDING THE DATE OF SUBSTANTIAL COMPLETION AND THE FINAL PAYMENT DATE FOR THE REHABILITATION PROJECT AT THE CITY OF LAKE CITY'S WASTE WATER TREATMENT PLANT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID CHANGE ORDER; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CHANGE ORDER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City ("City") and SGS Contracting Services (the "Vendor") entered into that certain contract for upgrading and rehabilitating the City's waste water treatment facility (the "Project"); and

**WHEREAS**, the City previously awarded the contract to complete the Project to the Vendor pursuant to Resolution No 2023-099; and

**WHEREAS**, Vendor desires to extend to November 20, 2024 the date of substantial completion, citing unexpected lead times to obtain equipment necessary to complete said Project; and

**WHEREAS**, Vendor desires to extend to December 20, 2024 the date of final payment, citing delays in receiving close out documents; and

**WHEREAS**, engaging the Vendor's services to complete the Project by approving said change order in the form of the agreement attached as an Exhibit hereto (the "Change Order") is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Change Order to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Change Order in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City are each authorized to execute on behalf of and bind the City to the terms of the Change Order; and
5. The Mayor of the City of Lake City, as appropriate and as circumstances require, is directed to execute on behalf of and bind the City to the terms of the Change Order; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF  
THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**CHANGE ORDER NO. 4**

PROJECT: SMWWTF Rehabilitation

DATE OF ISSUANCE: 6-Dec-24

EFFECTIVE DATE: \_\_\_\_\_

OWNER: City of Lake City

OWNER'S CONTRACT NO: ITB-021-2022

CONTRACTOR: SGS Contracting Services, Inc.

ENGINEER: Mittauer & Associates, Inc.

ENGINEER'S PROJECT NO: 8904-20-1

You are directed to make the following changes in the Contract Documents.

Description: Increase in contract time of 180 calendar days due to the increased scope of work stated in Change Order No. 2 related to the reuse pump station replacement.

Reason for Change Order: The quoted fourteen (14) week lead time from reuse pump station supplier was exceeded.

Attachments (list documents supporting change):

**EXHIBIT TO  
RESOLUTION**

| CHANGE IN CONTRACT PRICE  | CHANGE IN CONTRACT TIMES   |
|---|--|
| Original Contract Price<br><br>\$ <u>2,173,300.00</u>                               | Original Contract Times<br>Substantial Completion: <u>335</u><br>Ready for final payment: <u>365</u><br>days or dates                                    |
| Net changes from previous Change Orders No. 0 to No. 3<br><br>\$ <u>-289,427.79</u> | Net changes from previous Change Orders No. 0 to No. 3<br><br><u>172</u><br>days   |
| Contract Price prior to this Change Order<br><br>\$ <u>1,883,872.21</u>             | Contract Times Prior to This Change Order<br>Substantial Completion: <u>24-May-24</u><br>Ready for final payment: <u>23-Jun-24</u><br>days or dates      |
| Net Increase of this Change Order<br><br>\$ <u>0.00</u>                             | Net Increase (decrease) of this Change Order<br><br><u>180</u><br>days   |
| Contract Price with all approved Change Orders<br><br>\$ <u>1,883,872.21</u>        | Contract Times With All Approved Change Orders<br>Substantial Completion: <u>20-Nov-24</u><br>Ready for final payment: <u>20-Dec-24</u><br>days or dates |

**EXECUTION  
NOT FOR**

APPROVED:  
  
By: EXHIBIT-NOT FOR EXECUTION  
Owner (Authorized Signature)  
  
Date: \_\_\_\_\_

ACCEPTED:  
  
By: EXHIBIT-NOT FOR EXECUTION  
Contractor (Authorized Signature)  
  
Date: \_\_\_\_\_

**File Attachments for Item:**

10. City Council Resolution No. 2024-147 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid number 003-2025 for the SR-47 Infrastructure Extensions Project; accepting the bid from Florida Fill & Grading, Inc., a Florida Corporation, as the lowest responsive bid; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

|                     |
|---------------------|
| <b>MEETING DATE</b> |
|                     |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA  |  |
|-----------------|--|
| <b>SECTION</b>  |  |
| <b>ITEM NO.</b> |  |

**SUBJECT:** SR-47 Infrastructure Extensions Project

**DEPT / OFFICE:** Non-Departmental

|  |   |                           |
|--|---|---------------------------|
| <b>Originator:</b> Brenda Karr   |   |                           |
| <b>City Manager</b><br>Don Rosenthal   | <b>Department Director</b><br>Steve Brown | <b>Date</b><br>12/11/2024 |
| <b>Recommended Action:</b><br>Award lowest bidder, Florida Fill & Grading Inc. contract for ITB-003-2025 SR-47 Infrastructure Extensions Project.  |   |                           |
| <b>Summary Explanation &amp; Background:</b><br><br>City of Lake City went out for solicitation for the SR-47 Infrastructure Extensions Project from October 17, 2024 through November 14, 2024. A non-mandatory pre-proposal meeting was held on October 24, 2024. Florida Fill & Grading Inc. was the lowest responsive bidder for ITB-003-2025 for a cost of \$1,108,428.00 for the project. Engineer on project is Jones Edmunds and has provided a bid evaluation letter. |   |                           |
| <b>Alternatives:</b><br><br>Not award contract   |   |                           |
| <b>Source of Funds:</b><br><br>ARPA Funds: 001.005.519-090.99.02<br>County to assist.  |   |                           |
| <b>Financial Impact:</b><br><br>\$1,108,428.00   |   |                           |
| <b>Exhibits Attached:</b><br>ITB-003-2025 Solicitation, Bid Tabulation, Florida Fill & Grading Response, SR-47 Bid Docs, SR-47 Drawings, SR-47 Bid Form, Bid Evaluation Letter   |   |                           |



**RESOLUTION NO 2024-147**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 003-2025 FOR THE SR-47 INFRASTRUCTURE EXTENSIONS PROJECT; ACCEPTING THE BID FROM FLORIDA FILL & GRADING, INC., A FLORIDA CORPORATION, AS THE LOWEST RESPONSIVE BID; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Invitation to Bid number 003-2025 (the “ITB”) seeking a vendor to perform the SR-47 Infrastructure Extensions Project (the “Services”); and

**WHEREAS**, the responses to the ITB were evaluated by the City through an evaluation and tabulation process; and

**WHEREAS**, said ITB evaluation and tabulation process determined Florida Fill & Grading, a Florida corporation (the “Vendor”) was the bidder responding to the ITB with the lowest responsive bid; and

**WHEREAS**, the City desires to and does accept the Vendor’s bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor’s bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or

community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of December, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
Florida

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

December 3, 2024

Brenda Karr  
Procurement Director  
City of Lake City  
205 N. Marion Avenue  
Lake City, Florida 32055

RE: City of Lake City  
SR-47 Infrastructure Extensions Project  
City of Lake City Bid No. ITB No. 003-2025  
Jones Edmunds Project No.: 08504-042-01  
**Bid Review and Evaluation of Findings**

Dear Ms. Karr

This letter summarizes the construction contract bids received for the SR-47 Infrastructure Extensions project. The City of Lake City received bids for the project on Thursday, November 14, 2024, at 2:00pm.

**Bid Summary**

The project was advertised through ProcureNow on October 16, 2024, and three (3) contractors submitted a bid for this project. The received bids were evaluated for conformance with the criteria set forth in the bidding documents. The Total Base Bids received ranged from **\$1,108,428.00** to **\$1,419,419.00**.

Florida Fill Grading submitted the lowest total base bid in the amount of **\$1,108,428.00**.

**Bid Checks**

We reviewed the submitted bid package provided by Florida Fill Grading and found the bid responsive. All items were acknowledged on the Bid Form. A 10% Bid Bond was provided, and the Bid Bond surety is licensed in Florida. In addition, the Contractor has provided a copy of their Certificate of insurance which compiles with the Insurance Limits required for this project.

Project references were provided to investigate the Contractors' experience, reputation, and performance on past projects. Jones Edmunds has been notified by the City of Lake City that they have already previously contacted references for this contractor and is currently under contract on another project with the same contractor. With this information, Jones Edmunds finds the contractor capable of performing the work for this project based on the information received.

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RESOLUTION**

**NOT FOR  
EXECUTION**

In addition, we conducted a D&B report review on Florida Fill Grading and their report showed the Contractor is at a low-risk for late payments.

Although the final determination regarding awarding a contractor for this project will be made by the City, Jones Edmunds believes Florida Fill Grading bid to be responsive and, based on the findings above, does not take exception to awarding the project to Florida Fill Grading for the bid price of:

**Total Base Bid Price** **\$1,108,428.00**

We appreciate the opportunity to continue to provide services to the City of Lake City and look forward to the successful construction of this project.

If you have any questions, please contact me at your convenience by phone at (352) 377-5821 or by email at jsbell@JonesEdmunds.com.

Sincerely,



Jamie Sortevik Bell, PE  
Department Manager  
13545 Progress Boulevard, Suite 100  
Alachua, Florida 32615

Y:\08504 Lake City\Projects\042-01 SR47 FM Extensions\Construction Services\BidPhase\Bids\Bid Evaluation\2024.12.03\_LTR\_Bid Evaluation\_FloridaFillGrading\_signed.docx

CC: Jamie S. Bell, P.E. – Jones Edmunds

Matt Rizer – Jones Edmunds

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RESOLUTION**

**NOT FOR  
EXECUTION**

INVITATION TO BID  
003-2025  
SR-47 INFRASTRUCTURE EXTENSIONS PROJECT

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

RELEASE DATE: October 17, 2024

DEADLINE FOR QUESTIONS: October 31, 2024

PROPOSAL SUBMISSION DEADLINE: November 14, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

City of Lake City  
INVITATION TO BID  
SR-47 Infrastructure Extensions Project

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

Attachments:

- A - LakeCity-SR47-Infra\_BidDocs\_Specs
- B - SR 47 Infrastructure Extension - Final Plans\_withGas-DIGITAL-SIGNED
- C - E-Verify\_Affirmation\_Statement\_(1)
- D - Human Trafficking

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

## 1. Introduction

### 1.1. Summary

#### INVITATION TO BID

003-2025

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, November 14, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

SR-47 Infrastructure Extensions Project

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Thursday, October 31, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

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

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

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RESOLUTION**

**NOT FOR  
EXECUTION**

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

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

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

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

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

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

CITY OF LAKE CITY, FLORIDA

Don Rosenthal

City Manager

## 1.2. [Contact Information](#)

### **Project Contact:**

**Brown Steve**

Director of Natural Gas

590 SW Arlington

Lake City, FL 32055

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

Phone: [\(386\) 758-5405](tel:(386)758-5405)

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RESOLUTION**

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EXECUTION**



**Procurement Contact:**

**Brenda Karr**  
 Procurement Director  
 205 North Marion Avenue  
 Lake City, FL 32055  
 Email: [karrb@lcfla.com](mailto:karrb@lcfla.com)  
 Phone: [\(386\) 758-5407](tel:(386)758-5407)

**Department:**  
 Procurement

**1.3. Timeline**

|   |  |
|---|--|
| <b>Release Project Date</b>                 | October 17, 2024   |
| <b>Pre-Proposal Meeting (Non-Mandatory)</b> | <p>October 24, 2024, 10:00am</p> <p>City Hall Council Chambers<br/>         2nd Floor<br/>         City Hall<br/>         205 N. Marion Ave.<br/>         Lake City, FL 32055</p> <p>City of Lake City is inviting you to a scheduled Zoom meeting</p> <p>Topic: Pre-Proposal Meeting<br/>         Time: Oct 24, 2024 10:00 AM Eastern Time (US and Canada)</p> <p>Join Zoom Meeting<br/> <a href="https://us02web.zoom.us/j/82717574687">https://us02web.zoom.us/j/82717574687</a></p> <p>Meeting ID: 827 1757 4687</p> <p>One tap mobile<br/>         +13052241968,,82717574687# US<br/>         +13092053325,,82717574687# US</p> |
| <b>Question Submission Deadline</b>         | October 31, 2024, 4:00pm   |
| <b>Question Response Deadline</b>           | November 7, 2024, 4:00pm   |

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RESOLUTION**

**NOT FOR  
EXECUTION**

|  |  |
|--|--|
| <p><b>Proposal Submission Deadline</b></p> | <p>November 14, 2024, 2:00pm</p>   |
| <p><b>Bid Opening</b></p>                  | <p>November 14, 2024, 2:15pm</p> <p>City Hall Council Chambers<br/>         2nd Floor<br/>         City Hall<br/>         205 N. Marion Ave.<br/>         Lake City, FL 32055</p> <p>City of Lake City is inviting you to a scheduled Zoom meeting</p> <p>Topic: Bid Opening<br/>         Time: Nov 14, 2024 2:15 PM Eastern Time (US and Canada)</p> <p>Join Zoom Meeting<br/> <a href="https://us02web.zoom.us/j/85794654054">https://us02web.zoom.us/j/85794654054</a></p> <p>Meeting ID: 857 9465 4054</p> <p>One tap mobile<br/>         +13017158592,,85794654054# US (Washington DC)<br/>         +13052241968,,85794654054# US</p> |
| <p><b>Contractor Selection Date</b></p>    | <p>December 2, 2024</p>  |

**EXHIBIT TO  
 RESOLUTION**

**NOT FOR  
 EXECUTION**

## 2. Instruction To Bidders

### 2.1. Overview

The City of Lake City is accepting bids for SR-47 Infrastructure Extensions Project.

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

### 2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Thursday, November 14, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

### 2.3. Pre-Bid Meeting

Non-mandatory Pre-bid will be held on Thursday, October 24, 2024 on site located at City Hall Council Chambers 2nd Floor City Hall 205 N. Marion Ave. Lake City, FL 32055 City of Lake City is inviting you to a scheduled Zoom meeting Topic: Pre-Proposal Meeting Time: Oct 24, 2024 10:00 AM Eastern Time (US and Canada) Join Zoom Meeting <https://us02web.zoom.us/j/82717574687> Meeting ID: 827 1757 4687 One tap mobile +13052241968,,82717574687# US +13092053325,,82717574687# US at 10:00 am. Bidders are highly encouraged to attend.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Thursday, November 7, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

### 2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

## 2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

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RESOLUTION**

**NOT FOR  
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### 3. Scope of Work and Related Requirements

#### 3.1. General Scope of Work

**The Work will include furnishing labor, materials, equipment, tools, surveying, engineering, permitting and constructing a new sanitary sewer force main, a new potable water main, horizontal directional drills, a new gas line, and restoring existing roadways, driveways, sidewalks, and landscaping. These improvements will be constructed by the City of Lake City to provide utility improvements near the 1-75 and SR-47 Interchange.**

**All Work shall be in accordance with the Construction Drawings, Specifications, and Contract Documents.**

#### 3.2. Specifications

**Please see bid documents.**

#### 3.3. Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 3.4. Permitting

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

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RESOLUTION**

**NOT FOR  
EXECUTION**

### 3.5. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

### 3.6. Safety

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or

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property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

### 3.7. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.

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- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

### 3.8. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

### 3.9. Disposal of Waste

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

### 3.10. Hours of Work

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Workdays shall consist of 10 hours maximum, between 6:00 am and 6:00 pm.

### 3.11. Warranty

Warranties shall be in accordance with General Conditions, Supplementary Conditions, and Section 01780, Warranties and Bonds. See bid documents.

### 3.12. Delivery

The Contractor shall adhere to the requirement specified in Section 01650, Delivery, Storage, and Handling, for storing and protecting the items specified. See bid documents.

### 3.13. Important Instructions for Electronic Submittal

The City is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov by signing up at <https://secure.procurement.opengov.com/portal/lcfla>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic bid.



## 4. General Terms and Conditions

### 4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
  - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
  - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

#### 4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

#### 4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

#### 4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

#### 4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

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#### 4.6. Bidder Eligibility

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### 4.7. Cancellation of Solicitation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

#### 4.8. Changing of Forms

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

#### 4.9. Tax Exempt

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

#### 4.10. [Collusion Among Firms](#)

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

#### 4.11. [Conflict of Interest](#)

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

#### 4.12. [Conflicts within the Solicitation](#)

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

#### 4.13. [Continuation of Work](#)

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 4.14. [Cost of Preparing Bid Response](#)

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

#### 4.15. [Execution of Contract](#)

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

#### 4.16. [Interpretation of Contract Documents](#)

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to [procurement@lcfla.com](mailto:procurement@lcfla.com). Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

#### 4.17. [Liability](#)

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

#### 4.18. [Notice to Proceed](#)

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

#### 4.19. [Price Bid](#)

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

#### 4.20. [Protests](#)

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

#### 4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

#### 4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

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**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### 4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

#### 4.24. Indemnity

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

#### 4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$750.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### 4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

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- B. The successful Contractor must complete all work within 270 calendar days after delivery of equipment.

#### 4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

#### 4.28. Payment

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

#### 4.29. Or Equal

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

#### 4.30. Experience/References

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

#### 4.31. Change Orders

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



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

#### 4.32. Addendum

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

#### 4.33. Required Documents

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

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

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

#### 4.35. Payment And Performance Bonds

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

#### 4.36. Additional Information

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

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## 5. Pricing Proposal

### LUMP SUM BID

The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| Line Item | Description   | Quantity | Unit of Measure | Unit Cost | Total | Comments |
|-----------|---|----------|-----------------|-----------|-------|----------|
| 1         | Mobilization  | 1        | Lump Sum        |           |       |          |
| 2         | Traffic Control   | 1        | Lump Sum        |           |       |          |
| 3         | Environmental Protection                                    | 1        | Lump Sum        |           |       |          |
| 4         | Construction Staking and Certified Record Drawings          | 1        | Lump Sum        |           |       |          |
| 5         | Performance/Payment Bond                                    | 1        | Lump Sum        |           |       |          |
| 6         | Furnish and Install 6-Inch Force Main, Valves, and Fittings | 1        | Lump Sum        |           |       |          |
| 7         | Furnish and Install 8-Inch Force Main, Valves, and Fittings | 1        | Lump Sum        |           |       |          |
| 8         | Furnish and Install 8-Inch Water Main, Valves, and Fittings | 1        | Lump Sum        |           |       |          |
| 9         | Furnish and Install SR-47 North Force Main HDD              | 1        | Lump Sum        |           |       |          |
| 10        | Furnish and Install SR-47 South Force Main HDD              | 1        | Lump Sum        |           |       |          |
| 11        | Furnish and Install SR-47 Water Main HDD                    | 1        | Lump Sum        |           |       |          |

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| Line Item    | Description                     | Quantity | Unit of Measure | Unit Cost | Total | Comments |
|--------------|---------------------------------|----------|-----------------|-----------|-------|----------|
| 12           | Furnish and Install Gas Systems | 1        | Lump Sum        |           |       |          |
| <b>TOTAL</b> |                                 |          |                 |           |       |          |

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## 6. Vendor Questionnaire

### 6.1. Proposal Requirements\*

Did you read through and confirm that you met all of the proposal requirements including the sections:

General Conditions

Supplementary Conditions

Yes

No

\*Response required

### 6.2. Proposal Documents\*

Please Upload your COMPLETE Proposal here, which includes the following:

- A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
- B. Tabulation of Subcontractors and Suppliers (Section 00431).
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
- D. Contractor's License No
- E. Florida Trench Safety act Certification (Section 00440).
- F. Construction Contractor's Qualification Statement for Engineered Construction (Section (00450).
- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452)
- I. Non-collusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).

You must also upload the Attachment listed as C. E-Verify Affirmation Statement and D. Human Trafficking Affidavit

\*Response required

### 6.3. Bid Bond \*

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10% of the total bid price, payable to City of Lake City, Florida, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

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**Please scan and upload a copy of your bid bond/cashier's check. Bidder must also submit an original of the bid guarantee to be received no later than Thursday, November 14, 2024, 2:00 pm addressed to:**

**The City of Lake City, Florida  
Brenda Karr  
Procurement Director  
Lake City, FL**

**Please have the Bidder Name, Contract Title ("SR-47 Infrastructure Extensions Project), and Contract Number ("003-2025") listed clearly on the outside of the envelope.**

\*Response required

Please confirm

\*Response required

**6.4. [Contract Execution, Payment Bond, Performance Bond, and Certificate\(s\) of Insurance\\*](#)**

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of Lake City, Florida, so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

Please confirm

\*Response required

**6.5. [Contractor's License Number\\*](#)**

Please provide your Contractor's License number.

\*Response required

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



**EVALUATION TABULATION**  
 ITB No. 003-2025  
SR-47 Infrastructure Extensions Project  
 RESPONSE DEADLINE: November 14, 2024 at 2:00 pm  
 Report Generated: Wednesday, December 11, 2024

**SELECTED VENDOR TOTALS**

| Vendor                          | Total          |
|---------------------------------|----------------|
| FLORIDA FILL GRADING            | \$1,108,428.00 |
| Anderson Columbia Co., Inc.     | \$1,391,253.00 |
| T B Landmark Construction, Inc. | \$1,419,419.00 |

**LUMP SUM BID**

The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| LUMP SUM BID |           |                          |          |                 | Anderson Columbia Co., Inc. |             |          | FLORIDA FILL GRADING |             |          | T B Landmark Construction, Inc. |             |          |
|--------------|-----------|--------------------------|----------|-----------------|-----------------------------|-------------|----------|----------------------|-------------|----------|---------------------------------|-------------|----------|
| Selected     | Line Item | Description              | Quantity | Unit of Measure | Unit Cost                   | Total       | Comments | Unit Cost            | Total       | Comments | Unit Cost                       | Total       | Comments |
| X            | 1         | Mobilization             | 1        | Lump Sum        | \$71,399.00                 | \$71,399.00 |          | \$34,000.00          | \$34,000.00 |          | \$76,000.00                     | \$76,000.00 |          |
| X            | 2         | Traffic Control          | 1        | Lump Sum        | \$68,179.00                 | \$68,179.00 |          | \$28,000.00          | \$28,000.00 |          | \$24,000.00                     | \$24,000.00 |          |
| X            | 3         | Environmental Protection | 1        | Lump Sum        | \$38,641.00                 | \$38,641.00 |          | \$35,000.00          | \$35,000.00 |          | \$9,731.00                      | \$9,731.00  |          |

**EXHIBIT TO RESOLUTION**

**NOT FOR EXECUTION**

EVALUATION TABULATION  
 ITB No. 003-2025  
 SR-47 Infrastructure Extensions Project

| Selected | Line Item | LUMP SUM BID  |          |                 | Anderson Columbia Co., Inc. |                |          | FLORIDA FILL GRADING |                |          | T B Landmark Construction, Inc. |                |          |
|----------|-----------|---|----------|-----------------|-----------------------------|----------------|----------|----------------------|----------------|----------|---------------------------------|----------------|----------|
|          |           | Description   | Quantity | Unit of Measure | Unit Cost                   | Total          | Comments | Unit Cost            | Total          | Comments | Unit Cost                       | Total          | Comments |
| X        | 4         | Construction Staking and Certified Record Drawings          | 1        | Lump Sum        | \$25,760.00                 | \$25,760.00    |          | \$24,000.00          | \$24,000.00    |          | \$20,000.00                     | \$20,000.00    |          |
| X        | 5         | Performance/Payment Bond                                    | 1        | Lump Sum        | \$10,690.00                 | \$10,690.00    |          | \$32,284.00          | \$32,284.00    |          | \$15,688.00                     | \$15,688.00    |          |
| X        | 6         | Furnish and Install 6-Inch Force Main, Valves, and Fittings | 1        | Lump Sum        | \$45,596.00                 | \$45,596.00    |          | \$66,306.00          | \$66,306.00    |          | \$60,000.00                     | \$60,000.00    |          |
| X        | 7         | Furnish and Install 8-Inch Force Main, Valves, and Fittings | 1        | Lump Sum        | \$351,706.00                | \$351,706.00   |          | \$186,224.00         | \$186,224.00   |          | \$475,000.00                    | \$475,000.00   |          |
| X        | 8         | Furnish and Install 8-Inch Water Main, Valves, and Fittings | 1        | Lump Sum        | \$127,884.00                | \$127,884.00   |          | \$84,342.00          | \$84,342.00    |          | \$190,000.00                    | \$190,000.00   |          |
| X        | 9         | Furnish and Install SR-47 North Force Main HDD              | 1        | Lump Sum        | \$176,205.00                | \$176,205.00   |          | \$153,232.00         | \$153,232.00   |          | \$124,000.00                    | \$124,000.00   |          |
| X        | 10        | Furnish and Install SR-47 South Force Main HDD              | 1        | Lump Sum        | \$200,032.00                | \$200,032.00   |          | \$185,275.00         | \$185,275.00   |          | \$148,000.00                    | \$148,000.00   |          |
| X        | 11        | Furnish and Install SR-47 Water Main HDD                    | 1        | Lump Sum        | \$198,136.00                | \$198,136.00   |          | \$189,925.00         | \$189,925.00   |          | \$149,000.00                    | \$149,000.00   |          |
| X        | 12        | Furnish and Install Gas Systems                             | 1        | Lump Sum        | \$77,025.00                 | \$77,025.00    |          | \$89,840.00          | \$89,840.00    |          | \$128,000.00                    | \$128,000.00   |          |
| Total    |           |   |          |                 |                             | \$1,391,253.00 |          |                      | \$1,108,428.00 |          |                                 | \$1,419,419.00 |          |

EXHIBIT TO RESOLUTION NOT FOR EXECUTION

SECTION 00410  
BID FORM

PROJECT ID: 08504-042-01

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: City of Lake City  
205 N. Marion Avenue  
Lake City, Florida 32055

Contract Identification Number: ITB-003-2025

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing on request of the Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, the Bidder represents that:

A. The Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____               | _____                |
| _____               | _____                |
| _____               | _____                |

B. The Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



- C. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of the Work.
- D. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-5.03 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-5.06.A.4 as containing reliable "technical data."
- E. The Bidder has considered the information known to the Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) the Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, the Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. The Bidder is aware of the general nature of work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. The Bidder certifies the Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this Project, and that the Bidder's State Contractor's license number for the state of the Project is shown on the Bid Form.

## ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 The Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**LUMP SUM BID**

|    |   |           |
|----|---|-----------|
| 1  | Mobilization  | \$        |
| 2  | Traffic Control   | \$        |
| 3  | Environmental Protection                                    | \$        |
| 4  | Construction Staking and Certified Record Drawings          | \$        |
| 5  | Performance/Payment Bond                                    | \$        |
| 6  | Furnish and Install 6-Inch Force Main, Valves, and Fittings | \$        |
| 7  | Furnish and Install 8-Inch Force Main, Valves, and Fittings | \$        |
| 8  | Furnish and Install 8-Inch Water Main, Valves, and Fittings | \$        |
| 9  | Furnish and Install SR-47 North Force Main HDD              | \$        |
| 10 | Furnish and Install SR-47 South Force Main HDD              | \$        |
| 11 | Furnish and Install SR-47 Water Main HDD                    | \$        |
| 12 | Furnish and Install Gas System                              | \$        |
|    | <b>Total</b>  | <b>\$</b> |

Note: HDD = Horizontal Directional Drilling.

All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 The Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the form of Agreement contained within the Bidding Documents.
- 6.02 The Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a part of this Bid:
  - A. Required Bid security in the form of a certified check or Bid Bond (Section 00430).
  - B. Tabulation of Subcontractors and Suppliers (Section 00431).
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.
  - D. Contractor’s License No.: \_\_\_\_\_.
  - E. Florida Trench Safety Act Certification (Section 00440).
  - F. Construction Contractor’s Qualification Statement for Engineered Construction (Section 00450).

**EXHIBIT TO RESOLUTION**

**NOT FOR EXECUTION**

- G. Sworn Statement under Section 287.133(3)(A), Florida Statutes, on Public Entity Crimes (Section 00451).
- H. Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years (Section 00452).
- I. Noncollusion Affidavit (Section 00453).
- J. Drug-Free Workplace Certificate (Section 00454).
- K. List of Project References.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If the Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual’s signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_  
(SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in *[State where Project is located]* is  
\_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

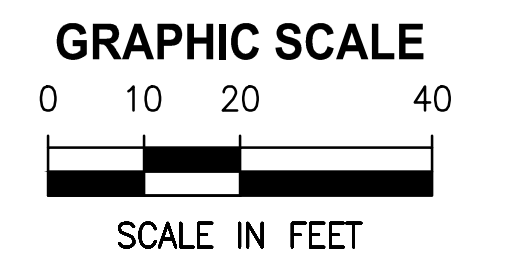
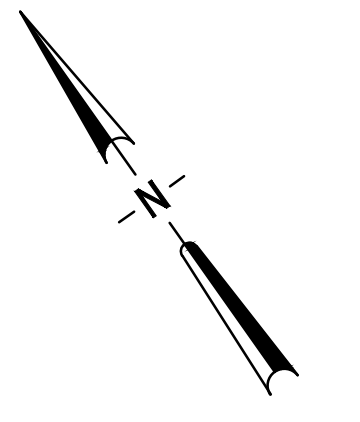
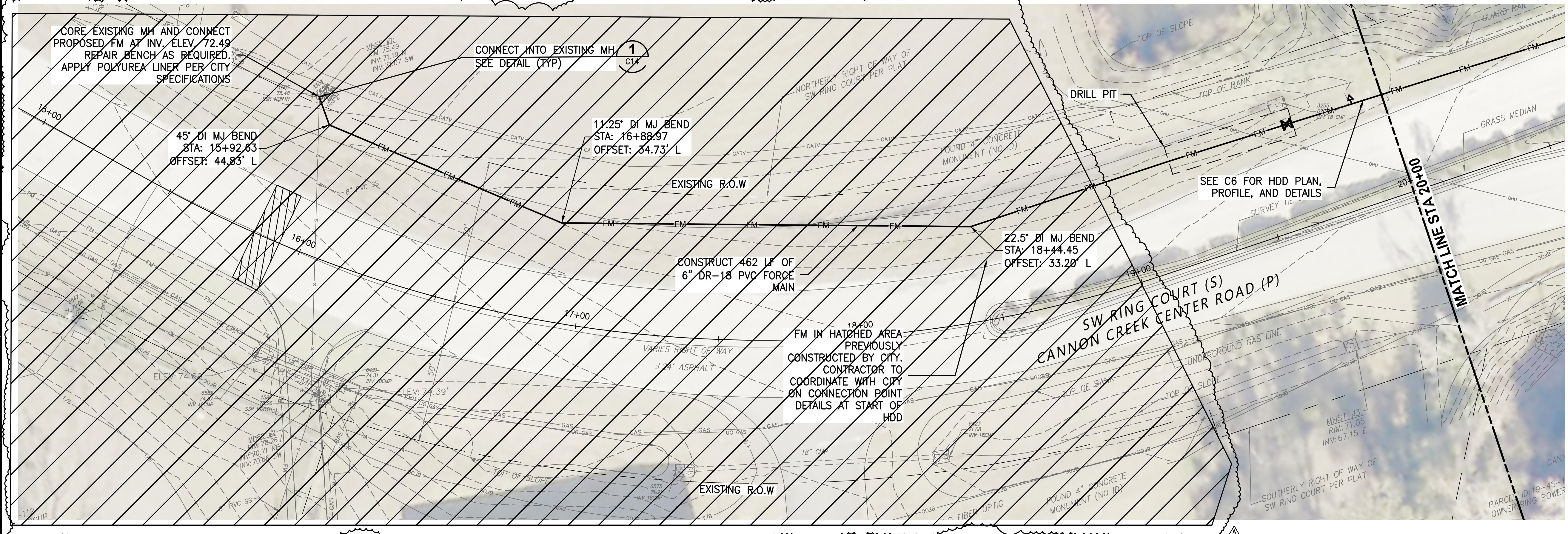
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

State Contractor License No. \_\_\_\_\_

END OF SECTION



HATCHED AREA DENOTES ITEMS NOT INCLUDED IN CONTRACT. CONTRACTOR SHALL COORDINATE WITH CITY FOR DETAIL CONNECTION INFORMATION.

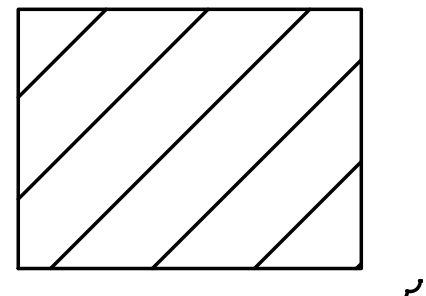
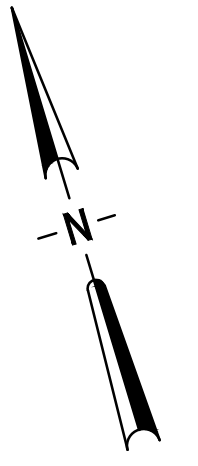
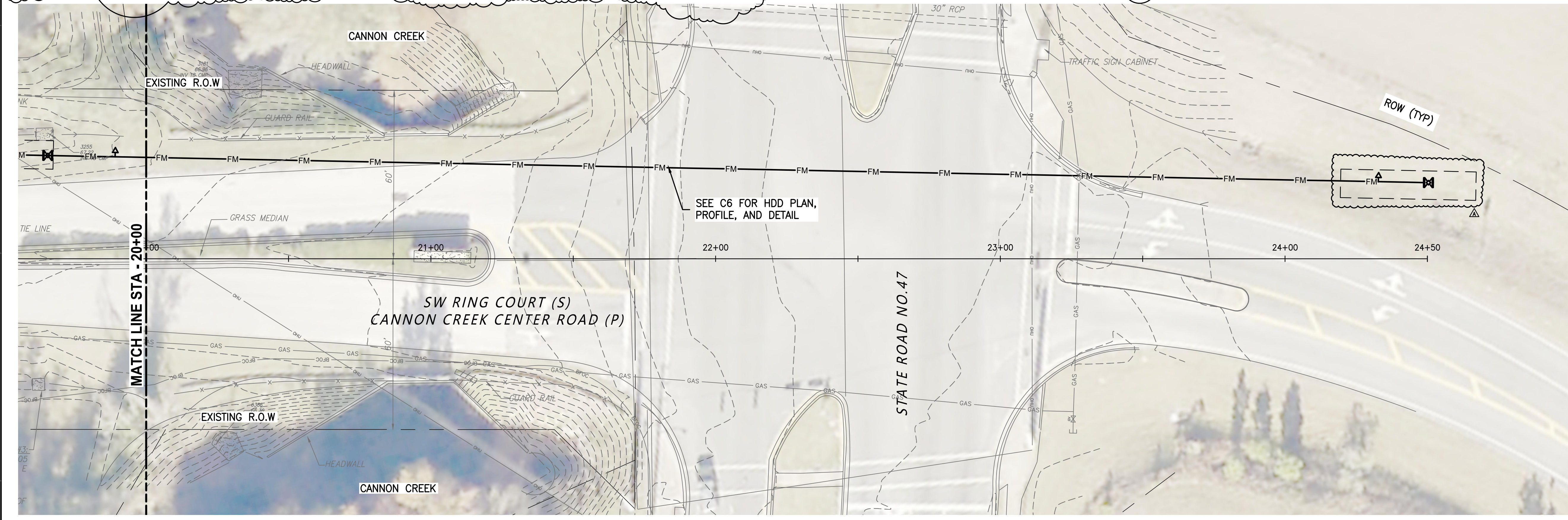


EXHIBIT TO RESOLUTION



NOT FOR EXECUTION

|           |                |
|-----------|----------------|
| DESIGNED  | C LLOYD        |
| DRAWN     | S SIMS         |
| CHECKED   | K FRASER       |
| DATE      | 10/24/24       |
| REVISIONS | ADDEMDUM NO. 2 |
| BY        | CJL            |
| APPRD.    | KAF            |

**JonesEdmunds**  
 13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821

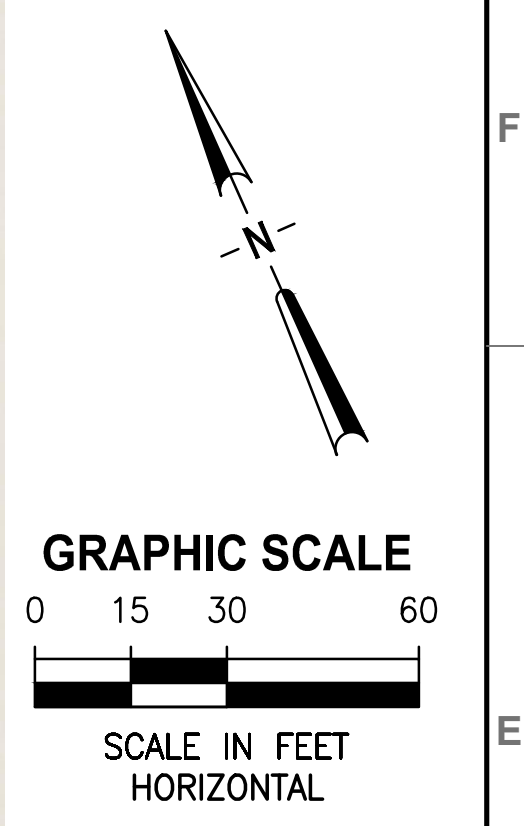
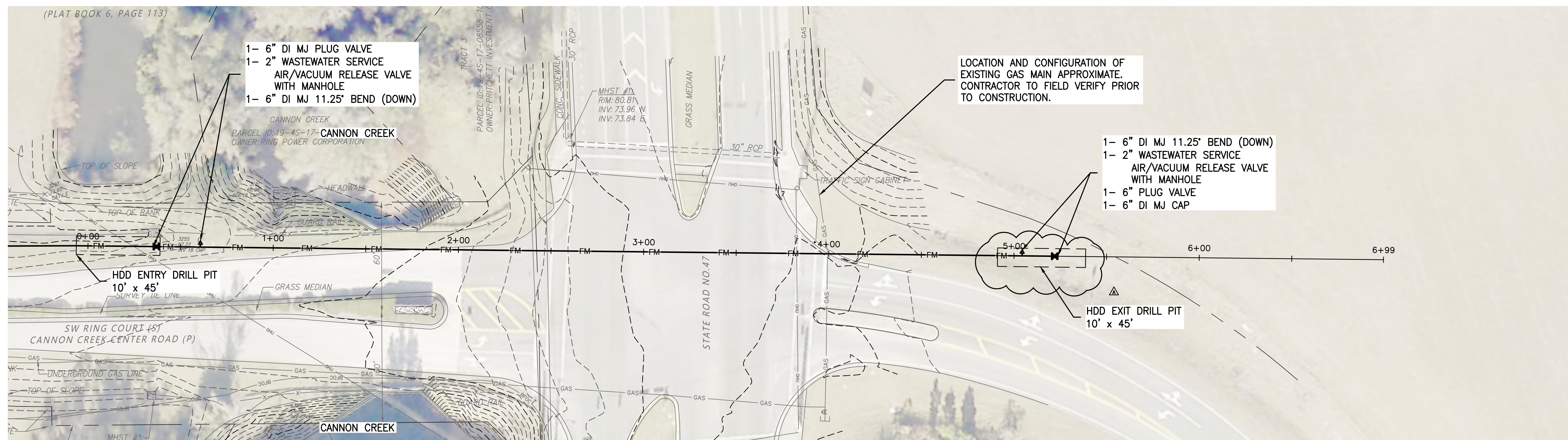
SR 47 INFRASTRUCTURE EXTENSIONS

S.W. RING COURT FORCE MAIN

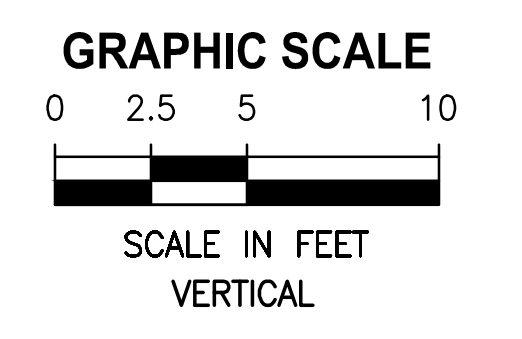
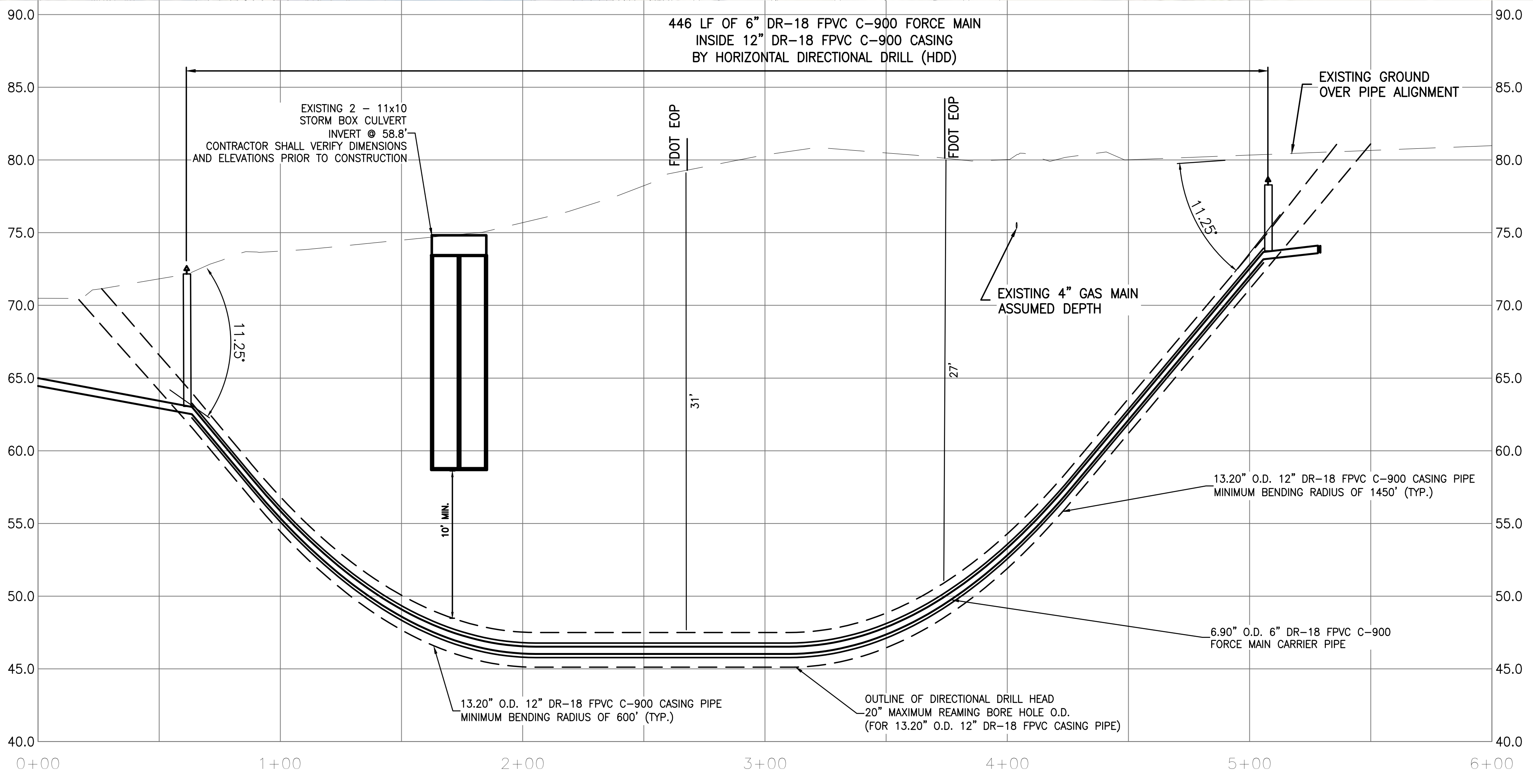
THE ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE #57452 ON THE DATE SHOWN ON THE COVER SHEET  
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

|             |              |         |          |
|-------------|--------------|---------|----------|
| PROJECT NO: | 08504-042-01 | DATE:   | SEP 2024 |
| INDEX NO:   |              | DWG NO: | C5       |

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**EXHIBIT TO  
RESOLUTION**



**NOT FOR  
EXECUTION**

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|           |                |
|-----------|----------------|
| DESIGNED  | C LLOYD        |
| DRAWN     | S SIMS         |
| CHECKED   | K FRASER       |
| DATE      | 9/24/24        |
| BY        | CJL            |
| APPRD.    | KAF            |
| REVISIONS | ADDEMDUM NO. 2 |

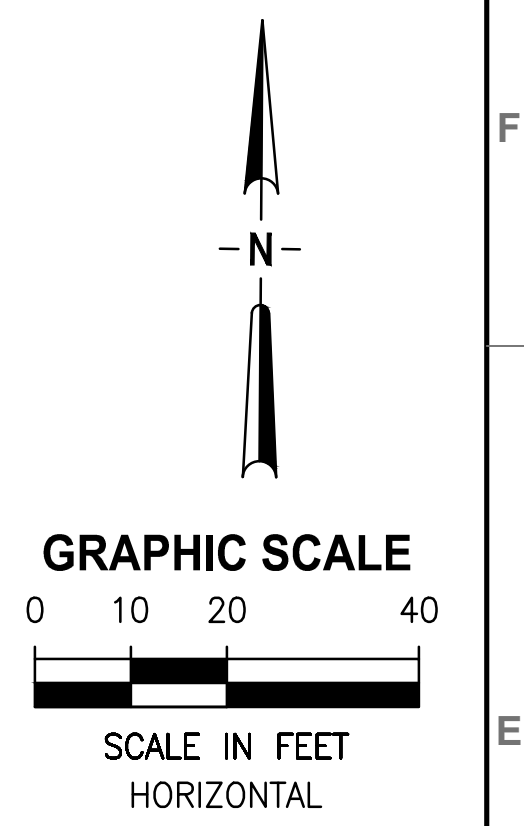
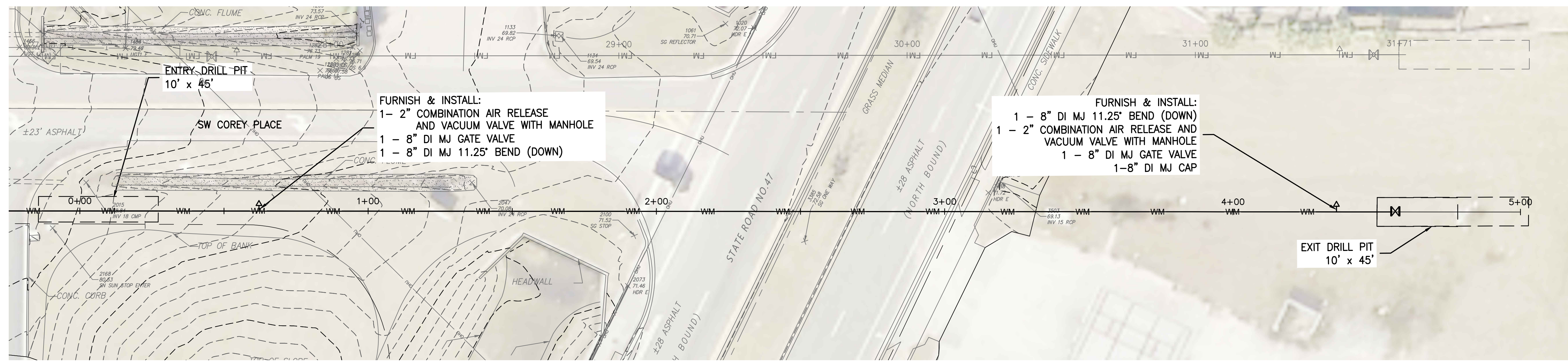
  
 13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821

**SR 47 INFRASTRUCTURE EXTENSIONS**

**SW RING COURT FORCE MAIN HDD**

|  |  |                             |                   |
|--|--|-----------------------------|-------------------|
| THE ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE #57452 ON THE DATE SHOWN ON THE COVER SHEET               |  | PROJECT NO:<br>08504-042-01 | DATE:<br>SEP 2024 |
| PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES |  | INDEX NO:                   | DWG NO:<br>C6     |

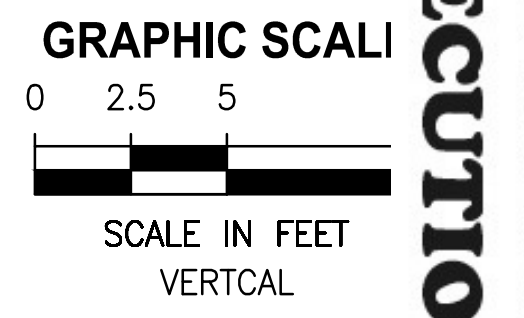
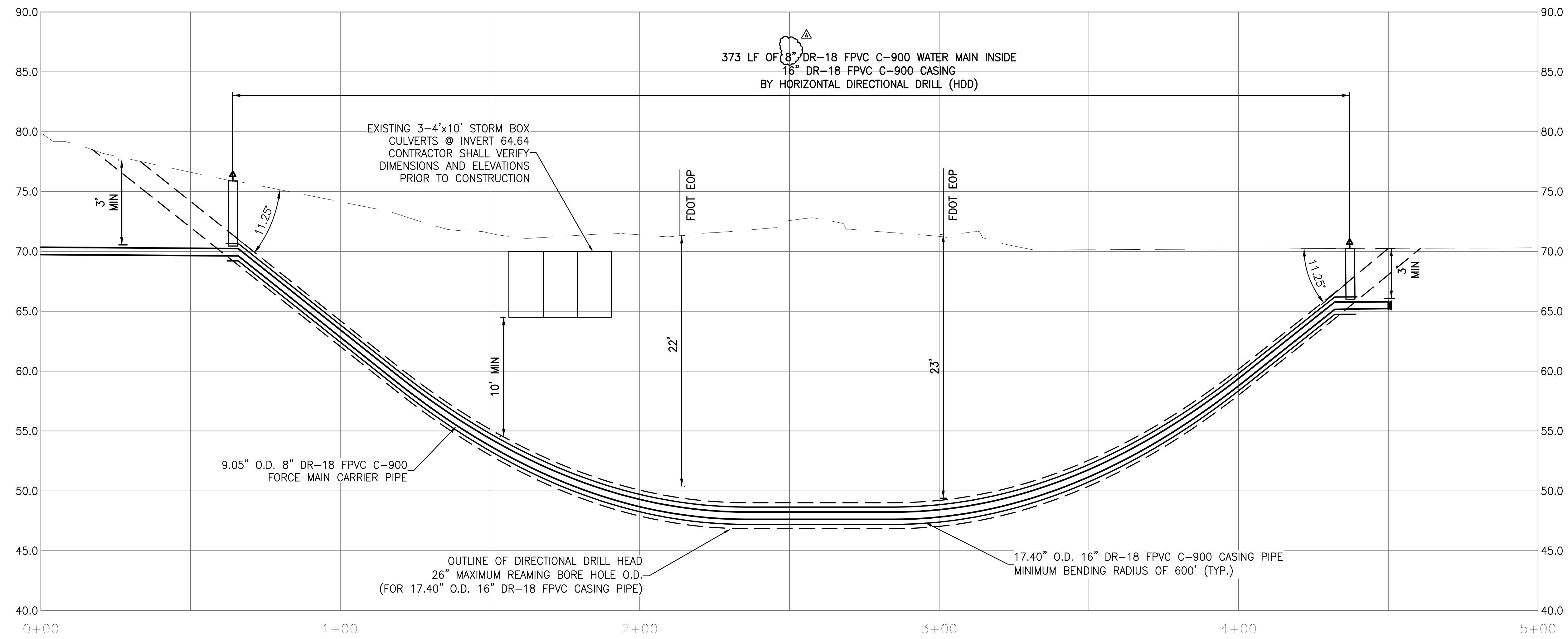




**EXHIBIT TO  
 RESOLUTION**

**NOT FOR  
 EXECUTION**

**FINAL SUBM**



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|           |                |
|-----------|----------------|
| DESIGNED  | C LLOYD        |
| DRAWN     | S SIMS         |
| CHECKED   | K FRASER       |
| DATE      | 10/24/24       |
| REVISIONS | ADDEMDUM NO. 2 |
| BY        | CJL            |
| APPRD.    | KAF            |

**JonesEdmunds**  
 13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821

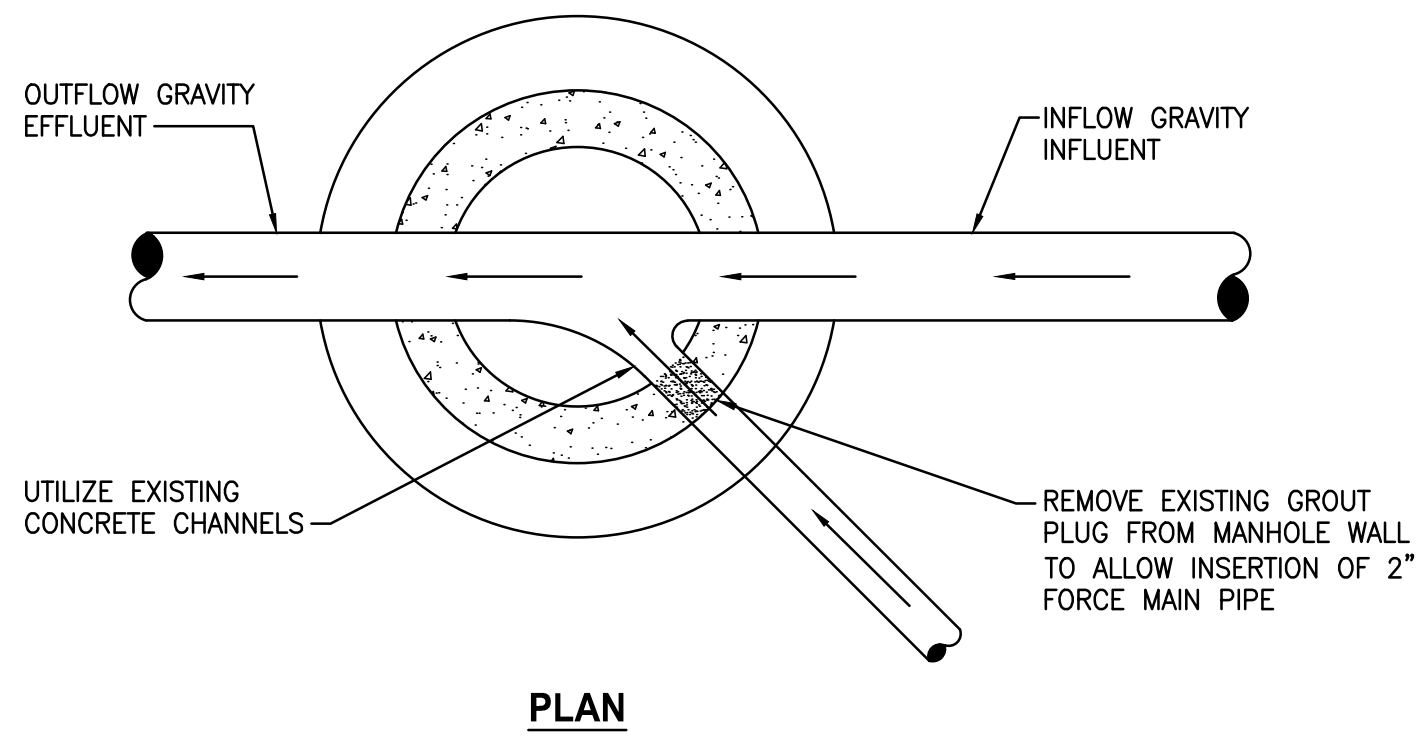
**SR 47 INFRASTRUCTURE EXTENSIONS**

**SW COREY PLACE WATER MAIN HDD**

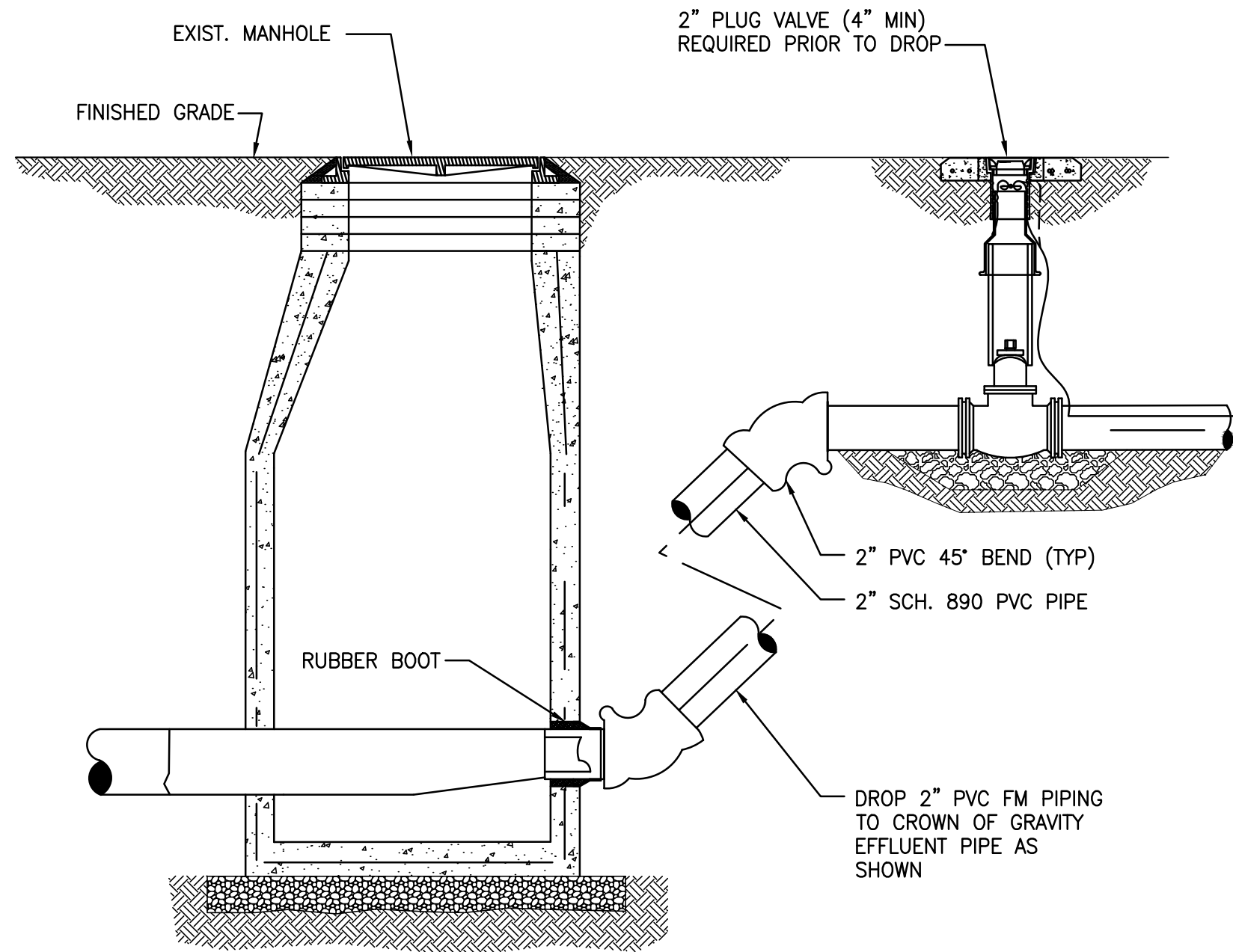
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 AND SEALED BY KENNETH A. FRASER, PE #57452  
 ON THE DATE SHOWN ON THE COVER SHEET

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 CONSIDERED SIGNED AND SEALED AND THE SIGNATURE  
 MUST BE VERIFIED ON ANY ELECTRONIC COPIES

|             |              |         |          |
|-------------|--------------|---------|----------|
| PROJECT NO: | 08504-042-01 | DATE:   | SEP 2024 |
| INDEX NO:   |              | DWG NO: | C10      |

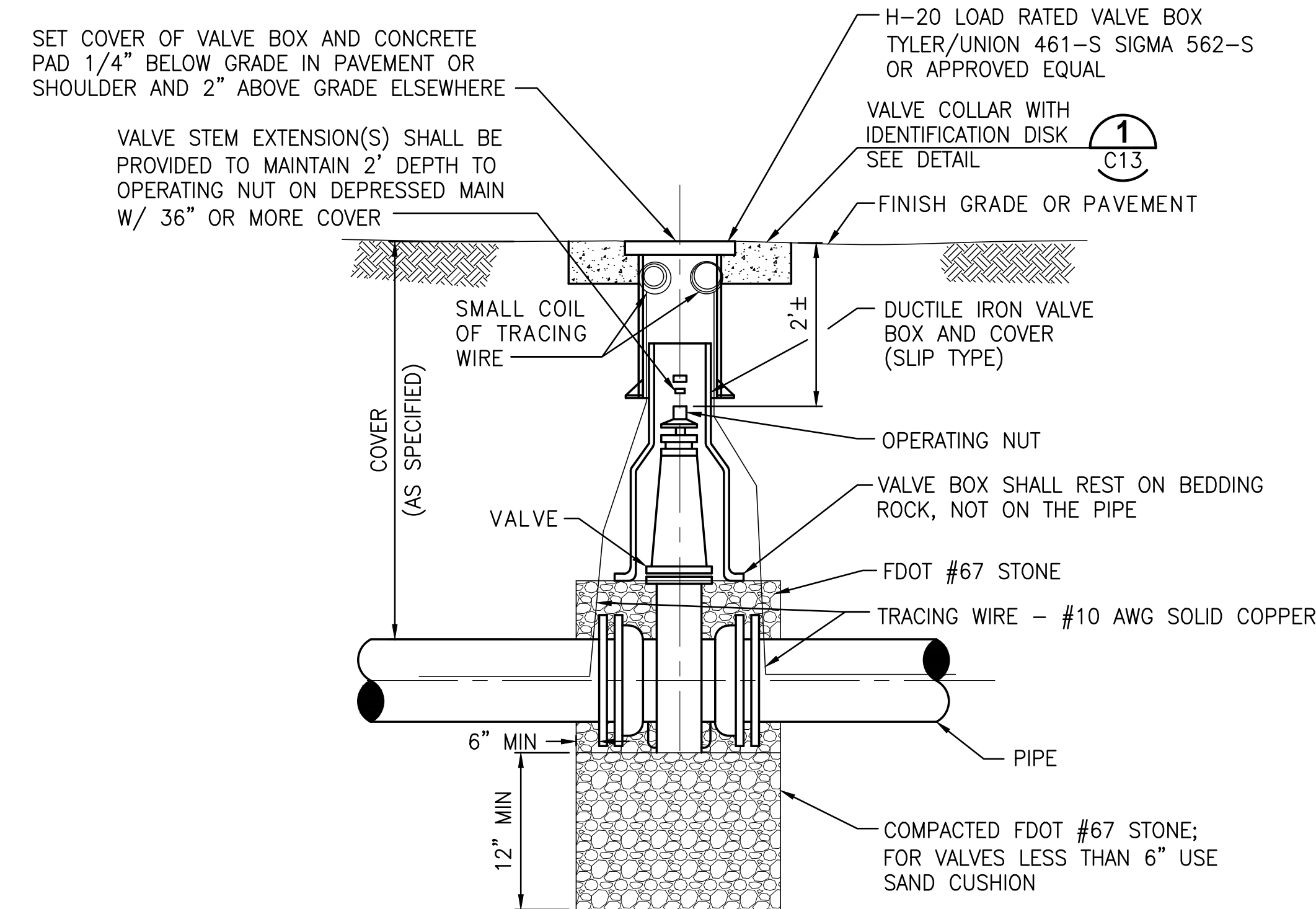


PLAN



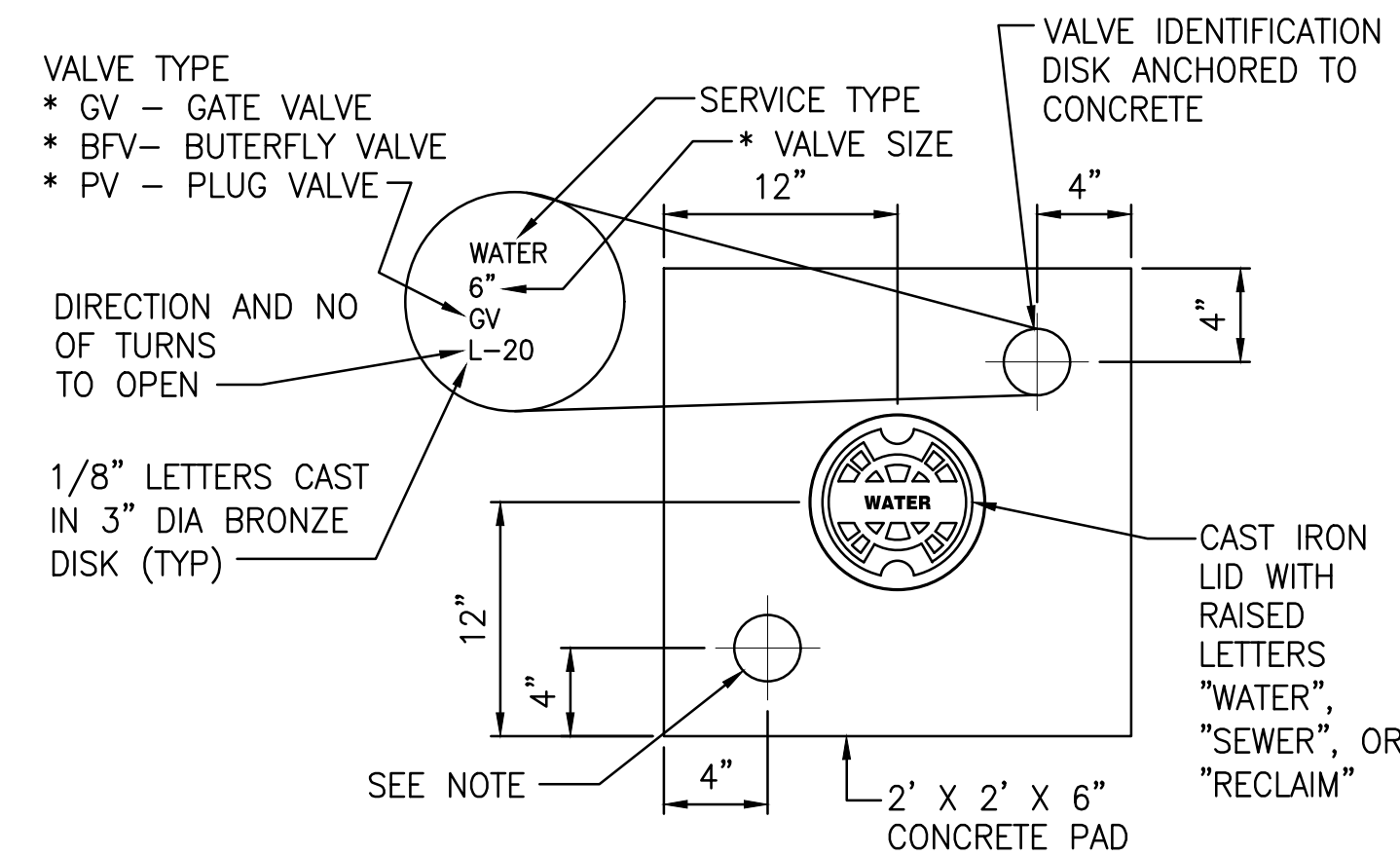
SECTION

**FORCE MAIN CONNECTION TO EXISTING MANHOLE 1**  
N.T.S.

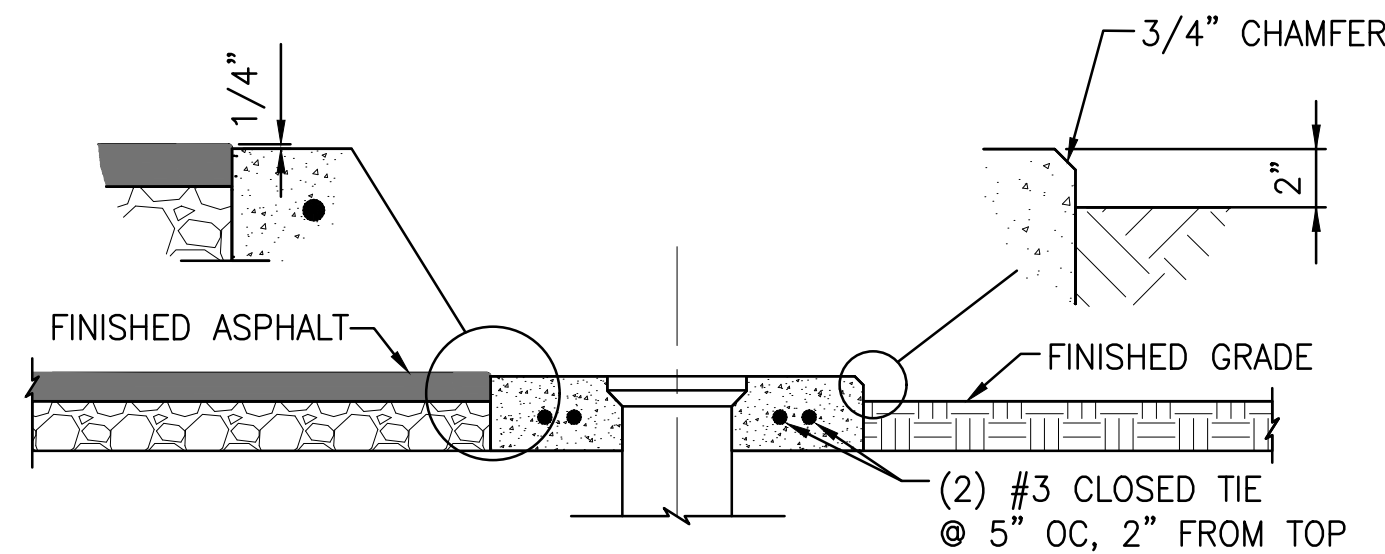


- NOTES:
1. VALVES SHALL BE SAME SIZE AS CONNECTION PIPELINES.
  2. VALVES 8" AND LARGER SHALL BE MECHANICAL JOINT.
  3. ADAPTERS FOR SEWER PIPES SHALL BE HDPE MECHANICAL JOINT ADAPTERS. ADAPTERS FOR WATER PIPES SHALL BE PVC MECHANICAL JOINT ADAPTERS.

**VALVE AND BOX DETAIL 3**  
N.T.S.



PLAN VIEW



SECTION

**VALVE COLLAR AND IDENTIFICATION DISK 2**  
N.T.S.

NOTE:  
LOCATOR WIRE ACCESS-2" SCH 80 PVC, FEMALE ADAPTER COUPLING AND 2" BRASS PLUG W/ RECESSED NUT. TERMINATE INSULATED, SOLID 14 GAUGE COPPER LOCATOR WIRES AT TOP W/ 12" OF EXTRA WIRE

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EXHIBIT TO RESOLUTION  
 NOT FOR EXECUTION  
 FINAL SUBM

|           |                |
|-----------|----------------|
| DESIGNED  | C LLOYD        |
| DRAWN     | S SIMS         |
| CHECKED   | K FRASER       |
| DATE      | 10/24/24       |
| REVISIONS | ADDEMDUM NO. 2 |
| BY        | CJL KAF        |
| APPRD.    |                |



13545 PROGRESS BOULEVARD, SUITE 100, ALACHUA, FL, 32615 / (352) 377-5821

SR 47 INFRASTRUCTURE EXTENSIONS

CIVIL DETAILS

THE ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KENNETH A. FRASER, PE #57452 ON THE DATE SHOWN ON THE COVER SHEET  
 PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

|             |              |         |          |
|-------------|--------------|---------|----------|
| PROJECT NO: | 08504-042-01 | DATE:   | SEP 2024 |
| INDEX NO:   |              | DWG NO: | C13      |

**File Attachments for Item:**

11. Affordable Housing Initiative - Introduction to Accessory Dwelling Units and Tiny Homes  
(Principal Planner Bryan Thomas)

# Introduction to Accessory Dwelling Units and Tiny Homes

AFFORDABLE HOUSING INITIATIVE

by The City of Lake City

Presented by Bryan S. Thomas

Principal Planner

## DEFINITIONS

What are ADUs/Tiny Homes?

Why are they needed?

## BENEFITS

How do tenants and homeowners benefit?

Why are smaller units worth investing in?

## POLICY

What are the barriers to small unit growth?

How can we encourage affordable, small unit development?

# ACCESSORY DWELLING UNITS: WHAT ARE THEY?

- AKA granny flats, garden cottage, accessory apartment, etc.
- Accessory Dwelling Units (ADUs) are additional living quarters typically on single-family lots that are independent of the primary dwelling unit
- Can be a freestanding home on the same lot as the primary unit, or an addition to the primary residence.
- Can be owner or tenant occupied.
- Typically 400 square feet to 1,100 square feet in size.

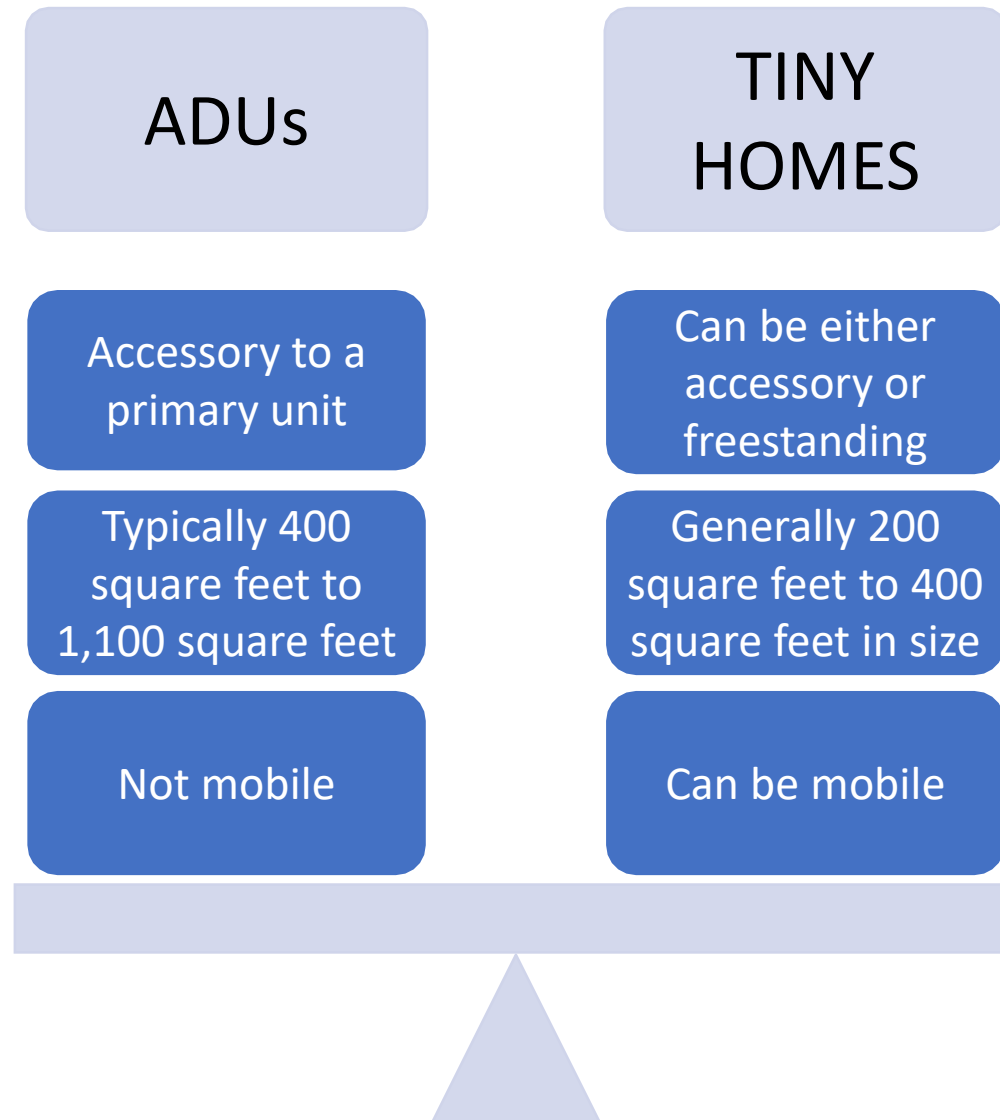


# TINY HOMES: WHAT ARE THEY?

- Tiny homes are units of 200 square feet to 400 square feet that can stand on a lot independently.
- Can be an accessory unit, freestanding unit, and even on wheels.
- Can be site built, modular, or manufactured



# HOW DO ADUS AND TINY HOMES DIFFER?





## WHY ARE ADUs AND TINY HOMES NEEDED?

- Around 64% of occupied units in Florida, or nearly 4.8 million units, are single-family homes
- ADUs allow more persons to live on these lots at an affordable price
- Between 1970 and 2012, the average number of persons per household declined from 3.1 to 2.6
- With smaller households, smaller housing types are in higher demand
- Over 1.94 million, or 26% of all Florida households, are cost-burdened
- Three-quarters of low-income renters are cost-burdened
- By 2030, there will be an estimated 3.5 million more people in Florida

# THE VALUE OF ADUs AND TINY HOMES

## Environmental/Infill Development

Smart growth tool built where there is existing infrastructure

Makes greater use of already developed land

Allows persons to live closer to main employment centers



## Integration of Income Levels

Can result in mixed-income neighborhoods

Creates positive benefits in term of employment, mental health, health, and educational opportunities



## Workforce Housing Development

Lower paid workforce can live closer to their places of work

Incorporated into existing, built-out neighborhoods

# BARRIERS & SOLUTIONS TO ADU AND TINY HOME GROWTH

## 1. Euclidean Zoning & Single-Family District

- “Euclidean” zoning separates what are thought of as incompatible uses from being on nearby or the same lots.
- Claim: ADUs are compatible with single-family homes.
- **Solution:** Allow ADUs as a permissible use in single-family districts and use other land use mechanisms to regulate the character of development.

## 2. Owner-Occupancy Restrictions

- Many jurisdictions in Florida currently require the homeowner to occupy the primary unit if ADU is utilized.
- Solution: To provide flexibility, allow owners to occupy either the primary residence or ADU.



# BARRIERS & SOLUTIONS TO ADU AND TINY HOME GROWTH (CONTINUED)

## 3. Long-Term Rental Use Restrictions

- Some local gov'ts only allow ADUs for temporary guests, family members, caretakers, and in conjunction w/certain uses.
- Solution: allow ADUs to be freely rented on the market.

## 4. As-of-Right vs. Conditional Use

- The onerous, unpredictable, and costly nature of the conditional use process may discourage homeowners from constructing ADUs.
- Solution: Allow ADUs as-of-right and establish transparent and predictable development requirements.

## 5. Impact Fees

- ADUs and Tiny Homes that qualify as Affordable Housing may be exempt from all impact fees.



# BARRIERS & SOLUTIONS TO ADU AND TINY HOME GROWTH (CONTINUED)

## 6. Size, Density, & Other Structural Requirements

- Minimum lot size: reach a solution that allows the most possible lots to construct a lawful ADU
- Size: allow up to 400-1,100 sq. feet with additional size allowances
- Density: exempt ADUs from normal density calculations
- Setback: consider lessor lot line and other configurations that do not burden smaller lots

## 7. Parking Requirements

- Parking can be costly and a challenge from a planning perspective
- Solution: Form flexible standards that utilize on-street parking & different standards for different sizes



# HOUSING IN LAKE CITY

## Majority of construction is single family

- Reacting to demand.
- Most Lake City single family housing does not fall into the Affordable Housing price range.

## Greatest need in Lake City

- Housing affordable to households earning \$35,000 or less.
- Housing type needed – Affordable type housing for ownership and rental.

# MODIFICATIONS TO THE LAND DEVELOPMENT REGULATIONS AND THE COMPREHENSIVE PLAN

Lake City will have to modify the Land Development Regulations and the Comprehensive Plan to allow for ADUs and Tiny Homes:

- Allow for permanently placed ADUs with a minimum square footage of 400 square feet and a maximum square footage of 1,100 square feet
- Allow for permanently placed Tiny Homes with a minimum square footage of 200 square feet and a maximum square footage of 400 square feet
- When these ADUs and Tiny Homes qualify as Affordable Housing, no impact fees shall be charged per Florida Statute 163.31801(9)

# RESIDENTIAL USES – ADUs, TINY HOMES FOR RESIDENCES

- ADUs and Tiny Homes are permitted to be rented out long term only if placed or constructed as Affordable Housing. If not placed or constructed as Affordable Housing, the primary residence shall have a Homestead Exemption
- Maximum ADU or Tiny Home size shall not exceed 40% of the conditioned floor area of the primary residence unless a variance is approved.
- The ADU or Tiny Home shall be compatible architecturally with the primary residence and, if located within a Historical District, shall be compatible with the Historic District architecturally.
- The ADU may or may not be attached to the primary residence.



# PROS OF ADUS AND TINY HOMES

- 1. Extra Income.** With a full-time tenant in your ADU or Tiny Home along with the primary residence, it's a great source of income. And, if you sell, it will (hopefully) add value to your property and home
- 2. Usable Property.** By placing no more than 2 Tiny Homes on a vacant property that is too small to build a conventional home, you will be utilizing property that would otherwise be vacant
- 3. Create a Community.** By developing property for 3 or more Tiny Homes, you will be developing a community within a community
- 4. Affordable Homes.** By placing or constructing ADUs or Tiny Homes, the ownership or renting costs will be less and will benefit the lower income earning citizens

# CONS OF ADUs AND TINY HOMES

- 1. Disruption of Daily Life.** As a landlord you do have to manage the rental space (rent collection, repairs and maintenance)
- 2. Loss of yard space.** With the addition of the ADU or Tiny Home and the extra vehicle to be parked
- 3. Neighborhood objections.** The utilization of small vacant lots in a neighborhood to place or construct Tiny Homes may cause displeasure with the neighbors.

# BENEFIT TO ALL

- The greatest benefit with the addition of ADUs or Tiny Homes is that this will provide affordable housing for the veterans, lower income persons, the disabled and the elderly that reside within the City of Lake City.
- These ADUs and Tiny Homes will have less energy costs to operate compared to conventional homes.
- With the City of Lake City allowing the Tiny Homes to be placed or constructed on existing lots that are too small for conventional homes, the empty lots will now have residents, the lots being maintained, and the blight being removed from the neighborhood

# BEFORE... AFTER!



# QUESTIONS?

**File Attachments for Item:**

12. City Council Ordinance No. 2024-2298 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-04, by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Commercial County to Commercial City of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advance Auto Parts at the SW corner of Highway 90 and Branford Highway.)

Passed on first reading 12/2/24


**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**



# Second Reading of Ordinances 2024-2298 (CPA 24-04) and 2024-2299 (Z 24-05)

TAKE 5 OIL CHANGE COMP PLAN AMENDMENT AND REZONING

December 2, 2024


# Introduction

- Petitions CPA 24-04 and Z 24-05 pertain to parcel 02631-000, which was annexed into the City on October 7, 2024.
- Petition to change the Future Land Use from **Commercial** (County) to **Commercial** (City).
- Companion petition Z24-05 is changing the zoning from **Commercial Intensive, (CI)** (County) to **Commercial Intensive (CI)** (City).
- County CI and City CI allow for substantially the same land uses.



# Staff Review

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 DEPARTMENT OF GROWTH MANAGEMENT  
205 North Marion Avenue  
Lake City, Florida 32055  
Telephone: (386) 719-5750  
[growthmanagement@lcfia.com](mailto:growthmanagement@lcfia.com)

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REVIEW REPORT TO PLANNING AND ZONING, BOARD OF  
ADJUSTMENT AND HISTORICAL COMMITTEES' BY STAFF  
FOR SITE PLAN REVIEW, SPECIAL EXCEPTIONS, VARIANCES, COMPREHENSIVE  
PLAN AMENDMENTS/ ZONING AND CERTIFICATE OF APPROPRIATENESS

Date: 09/24/24

Request Type: Site Plan Review (SPR)  Special Exception (SE)  Variance(s) (V)

Comprehensive Plan Amendment/Zoning (CPA/Z)  Certificate of Appropriateness (COA)

Project Number: CPA 24-04 and Z 24-05

Project Name: VYP, LLC (Take 5 Oil Change)

Project Address: 2196 W US Hwy 90, Lake City, FL

Project Parcel Number: 36-3S-16-02631-000

Owner Name: VYP, LLC

Owner Address: 794 SW Mandibi Dr, Lake City, FL

Owner Contact Information: Telephone Number: 561-593-1900 Email: \_\_\_\_\_

Owner Agent Name: Charles Millar, Senior Project Manager

Owner Agent Address: 11770 US Hwy 1 North, Palm Beach Gardens, FL

Owner Agent Contact Information: Telephone: 772-486-1977 Email: cmillar@atwell-group.com

The City of Lake City staff has reviewed the application and documents provided for the above request and have determined the following.

Page 1 of 5

- **Building Department** - No comments at this phase of development.
- **Planning and Zoning** - Need an updated agent authorization form (received).
- **Business License** - Will need to apply for a business tax receipt.
- **Code Enforcement** - No liens or code violations.
- **Permitting** - No issues at this time.

# Staff Review Continued

- **Water Department** - No comments.
- **Sewer Department** - No comments.
- **Gas Department** - Is there a request for gas?
- **Water Distribution and Collections** - Need utility plans before approval.
- **Customer Service** - A tap application and utility plans will need to be submitted in order to apply for a water, sewer and/or natural gas services.
- **Public Works**- We will need to see a stormwater design.
- **Fire Department**- No comments.
- **Police Department**- No comments.

# Outside Agency Review

- **FDOT**- No response.
- **Suwanee River Water Management**- The project may require an ERP stormwater permit.
- **School Board**- No comments at this time.
- **County**- No issues we identified.

# Planning & Zoning Board Action

- The petition for Land Use Map amendment and rezoning was heard by the Lake City Planning and Zoning Board on November 12, 2024.
  - The Planning & Zoning Board voted unanimously via **Resolution 2024 PZ/CPA 24-04** to recommend approval of the petition for Land Use change to the City Council.
  - The Planning & Zoning Board voted unanimously via **Resolution 2024 PZ/Z 24-05** to recommend approval of the petition for rezoning to the City Council.

## City Council Action

- The petition for Land Use Map amendment and rezoning was heard by the Lake City Council on December 02, 2024.
  - The City Council voted unanimously via **Ordinance 2024-2298** to approve the petition for Land Use change on first reading.
  - The City Council voted unanimously via **Ordinance 2024-2299** to approve the petition for Zoning change on first reading.

# Future Land Use Map



# Zoning Map





Questions?

# ORDINANCE NO. 2024-2298

## CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING**  
2           **THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY**  
3           **COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN**  
4           **AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN**  
5           **APPLICATION, CPA 24-04, BY CHARLES MILLAR AS AGENT FOR**  
6           **VYP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, PROPERTY**  
7           **OWNER OF SAID ACREAGE, UNDER THE AMENDMENT**  
8           **PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH**  
9           **163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR**  
10          **CHANGING THE FUTURE LAND USE CLASSIFICATION FROM**  
11          **COMMERCIAL COUNTY TO COMMERCIAL CITY OF CERTAIN LANDS**  
12          **WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY,**  
13          **FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL**  
14          **ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

15          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of  
16          the City of Lake City, Florida, (the “City Council”), to prepare, adopt and implement a  
17          Comprehensive Plan; and

18          **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the  
19          Community Planning Act, empowers and requires the City Council to prepare, adopt and  
20          implement a Comprehensive Plan; and

21          **WHEREAS**, an application CPA 24-04, was submitted by Charles Millar, as agent for VYP,  
22          LLC, a Florida limited liability company, the property owner, for an amendment, as  
23          described below, to the Future Land Use Plan Map of the City of Lake City’s Comprehensive  
24          Plan has been filed with the City; and

25          **WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the “Planning  
26          and Zoning Board”) has been designated as the Local Planning Agency of the City of Lake  
27          City, Florida, (the “Local Planning Agency”); and

28          **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land  
29          Development Regulations, the Planning and Zoning Board, serving also as the Local  
30          Planning Agency, held the required public hearing, with public notice having been provided,  
31          on said application for an amendment, as described below, and at said public hearing, the  
32          Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and  
33          considered all comments received during said public hearing and the Concurrency  
34          Management Assessment concerning said application for an amendment, as described



35 below, to the Future Land Use Map of the City’s Comprehensive Plan and recommended  
36 the City Council approve said application for amendment, as described below, to the Future  
37 Land Use Map of the City’s Comprehensive Plan; and

38 **WHEREAS**, the City Council held the required public hearings, with public notice having  
39 been provided, under the procedures established in Sections 163.3161 through 163.3248,  
40 Florida Statutes, as amended, on said application for an amendment, as described below,  
41 and at said public hearings, the City Council reviewed and considered all comments  
42 received during said public hearing, including the recommendation of the Planning and  
43 Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management  
44 Assessment concerning said application for an amendment, as described below; and

45 **WHEREAS**, the City Council has determined and found said application for an amendment,  
46 as described below, to be compatible with the Land Use Element objectives and policies,  
47 and those of other affected elements of the Comprehensive Plan; and

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

51 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

52 1. Pursuant to an application, CPA 24-04, submitted by Charles Millar, as agent for VYP,  
53 LLC, a Florida limited liability company, to amend the Future Land Use Plan Map of the  
54 Comprehensive Plan by changing the future land use classification of certain lands, the  
55 area of such lands being 50 acres or less, such future land use classification on such  
56 lands is hereby changed from **COMMERCIAL COUNTY TO COMMERCIAL CITY** on property  
57 **containing 0.583 acres, more or less and** described, as follows:

58 **A parcel of land lying in Section 36, Township 3 South, Range 16**  
59 **East, Columbia County, Florida, being more particularly described**  
60 **as follows:**

61 **Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to**  
62 **the map or plat thereof, as recorded in Plat Book 1, Page 45 of the**  
63 **Public Records of Columbia County, Florida, a subdivision**  
64 **embracing a part of the SW 1/4 of the SE 1/4 of Section 36,**  
65 **Township 3 South, Range 16 East, Columbia County, Florida,**  
66 **according to map of same prepared by C.W. Brown and W.W.**  
67 **Nihiser, Surveyors, dated June 8, 1926, and filed in the Official**

68           **Records of the Columbia County Clerk of Circuit Courts on July 6,**  
69           **1926; less and except that portion heretofore acquired by the state**  
70           **of Florida for road Right-of-Ways.**

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

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

76       4. This ordinance shall be effective upon adoption, subject to the following:

77           The effective date of this plan amendment shall be thirty-one (31) days  
78           following the date of adoption of this plan amendment. However, if any  
79           affected person files a petition with the Florida Division of Administrative  
80           Hearings pursuant to Section 120.57, Florida Statutes, as amended, to  
81           request a hearing to challenge the compliance of this plan amendment  
82           with Sections 163.3161 through 163.3248, Florida Statutes, as amended,  
83           within thirty (30) days following the date of adoption of this plan  
84           amendment, this plan amendment shall not become effective until  
85           Florida Commerce or the Florida Administration Commission,  
86           respectively, issues a final order determining this plan amendment is in  
87           compliance. No development orders, development permits or land uses  
88           dependent on this plan amendment may be issued or commence before  
89           it has become effective. If a final order of noncompliance is issued, this  
90           plan amendment may nevertheless be made effective by adoption of a  
91           resolution affirming its effective status, a copy of which resolution shall  
92           be sent to Florida Department of Commerce, Division of Community  
93           Development, 107 East Madison Street, Caldwell Building, First Floor,  
94           Tallahassee, Florida 32399-4120.

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

98       **APPROVED, UPON THE FIRST READING,** by a majority of a quorum of the City Council of  
99       the City of Lake City at a regular meeting, on the 2nd day of December, 2024.

**100 PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida,  
**101** by the City Clerk of the City of Lake City, Florida on the \_\_\_\_ day of \_\_\_\_\_,  
**102** 2024.

**103 APPROVED AND ADOPTED UPON THE SECOND READING**, by an affirmative vote of a  
**104** majority of a quorum present of the Lake City City Council, at a regular meeting this \_\_\_\_  
**105** day of \_\_\_\_\_, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

November 18, 2024

TO: City Council

FROM: Planning and Zoning Technician

SUBJECT: Application No. CPA 24-04 (VYP, LLC)

Concurrency Management Assessment  
Concerning an Amendment to the  
Official Zoning Atlas of the Land Development Regulations

Land use amendment request are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

CPA 24-04, an application by Charles Millar as agent for VYP, LLC, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification from COMMERCIAL COUNTY to COMMERCIAL CITY on property described, as follows:

**A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:**

**Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to the map or plat thereof, as recorded in Plat Book 1, Page 45 of the Public Records of Columbia County, Florida, a subdivision embracing a part of the SW 1/4 of the SE 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, according to map of same prepared by C.W. Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and filed in the Official Records of the Columbia County Clerk of Circuit Courts on July 6, 1926; less and except that portion heretofore acquired by the state of Florida for road Right-of-Ways.**

**Containing 0.583 acres, more or less**

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Availability of and Demand on Public Facilities

### Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 25,395 square feet of shopping center use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average specialty retail use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$25,395$  (25,395 square feet gross floor area)  $\times$  100% (100% maximum lot coverage by all buildings)  $\times$  1.82 (employees per 1,000 square feet gross floor area) = 46 (employees)  $\times$  45 (gallons of potable water usage per employee per day) = 2,070 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2023, the average daily potable water usage = 3,490,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 610,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 610,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 2,070 gallons of potable water per day.

Residual capacity after this proposed amendment = 607,930 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 25,395 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$25,395$  (25,395 square feet gross floor area)  $\times$  100% (100% maximum lot coverage by all buildings)  $\times$  1.82 (employees per 1,000 square feet gross floor area) = 46 (employees  $\times$  34.5 gallons of sanitary sewer effluent per employee per day) = 1,587 gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2023, the average sanitary sewer usage = 1,880,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 1,120,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 1,120,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 1,587 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 1,118,413 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially result in 25,395 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$25,395 \text{ (25,395 square feet gross floor area)} \times 100\% \text{ (maximum lot coverage by all buildings)} \times 5.5 \text{ (pounds of solid waste per 1,000 square feet gross floor area per day)} = 139.67 \text{ pounds of solid waste per day.}$

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

---

## Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

---

## Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

---

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 43,560 square feet of shopping center use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

### Summary of Trip Generation Calculations for a Shopping Center Use.

25,395 (25,395 feet gross floor area) x 100% (maximum lot coverage by all buildings) x 3.81 (trips per 1,000 square feet gross floor area) = 97 trips less 25 percent pass by trips (24) = 73 p.m. peak hour trips (189 - 47 = 142).

Existing p.m. peak hour trips = 2475 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

| Level of Service                             | Existing PM Peak Hour Trips | Existing Level of Service | Reserved Capacity PM Peak Hour Trips for Previously Approved | Development PM Peak Hour Trips | PM Peak Hour Trips With Development | Level of Service with Development |
|--|-----------------------------|---------------------------|--|--------------------------------|-------------------------------------|-----------------------------------|
| US 90 (from SW Bascom Norris Dr to S.R. 247) | 2475                        | D                         | 0  | 73                             | 2548                                | D                                 |

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 10th Edition, 2017.

Multimodal Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 4,160 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.



# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

## Surrounding Land Uses

Currently, the existing land use of the site is commercial. The site is bounded on the north by commercial land use, on the east by commercial land use, on the south by commercial land use and on the west by commercial land use.

## Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2021, there are no known historic resources on the site.

## Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

## Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

## Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated August 22, 2023, the site is known to contain clayey sand.

## Soil Types

According to the Florida Department of Environmental Protection Soil Descriptions-  
Chipley fine sand, 0 to 5 percent slopes - This is a moderately well drained, nearly level to gently sloping soil in somewhat depressed areas and on flats in the uplands. The areas range from 3 to 800 acres and are circular to irregularly elongated. Typically, the surface layer is gray fine sand about 7 inches thick. Fine sand extends to a depth of 80 inches. In sequence downward, 23 inches is very pale brown and has yellow mottles; the next 10 inches is light gray and has very pale brown mottles; the next 20 inches is very pale brown and has brownish yellow, white and yellowish red mottles; and the lowermost 20 inches is white with brownish yellow and yellow mottles.

# City of Lake City

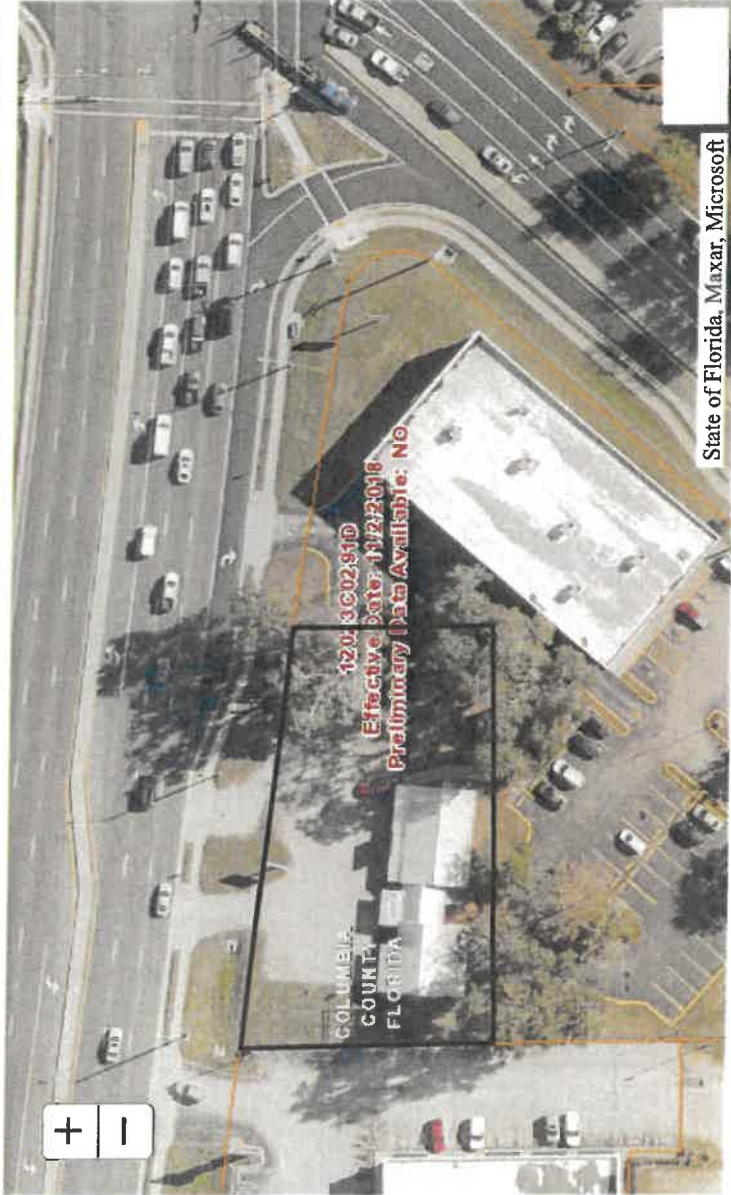
205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in high aquifer groundwater recharge area.

# EFFECTIVE FLOOD INFORMATION REPORT



State of Florida, Maxar, Microsoft

## Location Information

County: COLUMBIA  
 Parcel: 363S1602631000  
 Flood Zone: X  
 Flood Risk: LOW

1% Annual Chance Base Flood Elev\* Not Applicable  
 10% Annual Chance Flood Elev\* Not Applicable  
 50% Annual Chance Flood Elev\* Not Applicable

\* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below

## Legend with Flood Zone Designations

|  |  |  |                            |  |                   |  |          |
|--|--|--|----------------------------|--|-------------------|--|----------|
|  | 1% Flood - Floodway (High Risk)          |  | Area Not Included          |  | Cross Sections    |  | Wetlands |
|  | 1% Flood - Zone AE (High Risk)           |  | SFHA Decrease              |  | County Boundaries |  |          |
|  | 1% Flood - Zone A (HighRisk)             |  | SFHA Increase              |  | FIRM Panel Index  |  |          |
|  | 1% Flood - Zone VE (HighRisk)            |  | Depressions                |  | Parcels           |  |          |
|  | 0.2% Flood-Shaded Zone X (Moderate Risk) |  | BaseFlood Elevations (BFE) |  | River Marks       |  |          |

Anywhere it can rain, it can flood  
 Know your risk.



[www.srwmdfloodreport.com](http://www.srwmdfloodreport.com)

## Supplemental Information

|               |                |                    |           |                           |    |
|---------------|----------------|--------------------|-----------|---------------------------|----|
| Watershed     | Upper Suwannee | Map Effective Date | 11/2/2018 | Special Flood Hazard Area | No |
| FIRM Panel(s) | 12023C0291D    |                    |           |                           |    |

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov>) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA Change Your Flood Zone Designation | [FEMA.gov](http://FEMA.gov). Information about flood insurance may be obtained at <https://www.floodsmart.com>

### Base Flood Elevation (BFE)

The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

### A

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.

### AE, A1-A30

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

### AH

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### AO

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### Supplemental Information:

10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed ponding studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in the Flood Insurance Rate Map.

### AE FW (FLOODWAYS)

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.

Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.

### VE

Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.

### X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD)

Same as Zone X; however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not required in this zone but is available at a reduced rate and is recommended.

### X

All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

### LINKS FEMA:

<http://www.fema.gov>

### SRWMD:

<http://www.srwmd.state.fl.us>

### CONTACT SRWMD

9225 County Road 49  
Live Oak, FL 32060  
(386) 362-1001

### Toll Free:

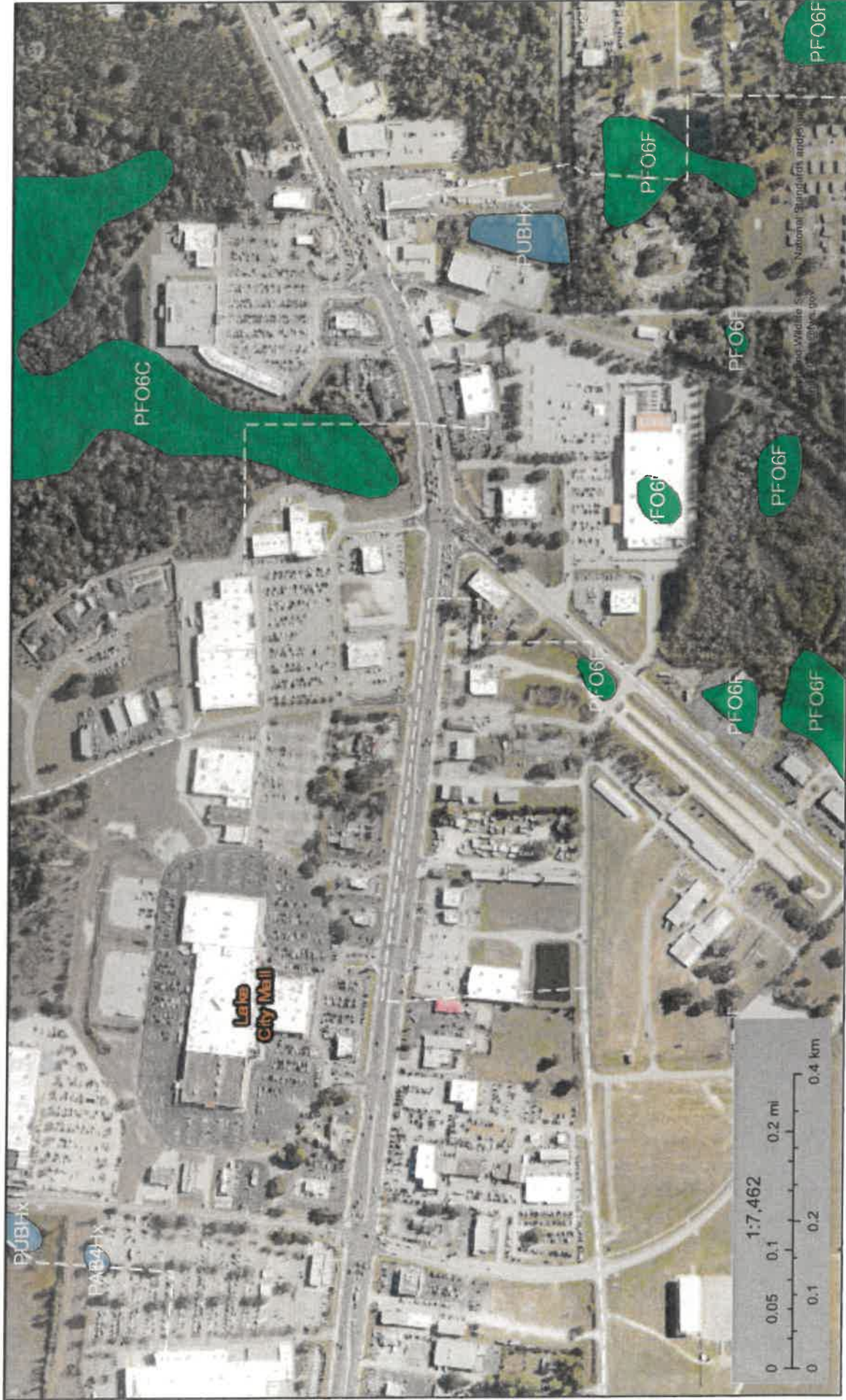
(800) 226-1066



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Parcel 02631-000



November 18, 2024

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

# Environmental Geology - Rock and Sediment Distribution



**FDEP Open Data Administrator**  
 Florida Department of Environmental Protection

## Summary

To produce a new State Geological Map

[View Full Details](#)

[Download](#)

## Details



**Dataset**  
 Feature Layer



**August 22, 2023**  
 Info Updated



**Not Planned**  
 Data Updated: August 22, 2023



**January 1, 2001**  
 Published Date



**Records: 2,822**  
[View Data Table](#)

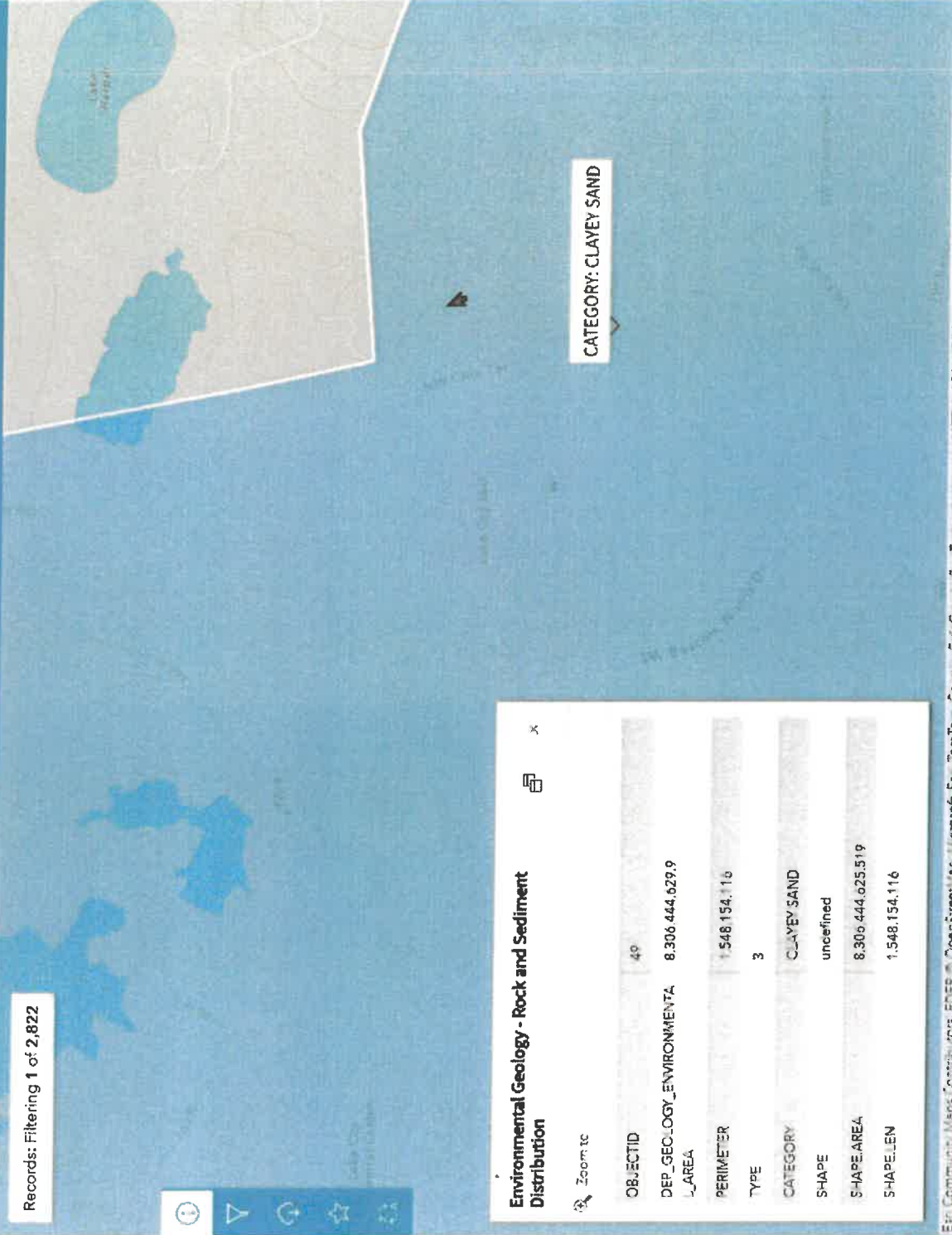


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Epin Community Maps Contributors: FDEP, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SetéGrab, GeoTechnology, Inc, METANASA, USGS, EPA, NPS, US Census Bureau, JSDA, USFWS

# **RESOLUTION NO. 2024 PZ/CPA 24-04**

## **PLANNING AND ZONING BOARD**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, RECOMMENDING TO CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA APPROVAL OF AN AMENDMENT TO THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN FOR FIFTY (50) OR LESS ACRES OF LAND, PURSUANT TO APPLICATION CPA 24-04 SUBMITTED BY CHARLES MILLAR AS AGENT FOR VYP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR A CHANGE IN THE LAND USE CLASSIFICATION FROM COMMERCIAL COUNTY TO COMMERCIAL CITY OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake City Land Development Regulations, as amended, hereinafter referred to as the Land Development Regulations, empowers the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend, to the City Council of the City of Lake City, Florida (the "City Council") approval or denial of amendments to the City of Lake City Comprehensive Plan (the "Comprehensive Plan") in accordance with said regulations; and

**WHEREAS**, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of the City of Lake City, Florida, (the "Local Planning Agency") to recommend to the City Council approval or denial of amendments to the Comprehensive Plan in accordance with said statute; and

**WHEREAS**, the Planning and Zoning Board has been designated as the Local Planning Agency; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City by Charles Millar, as agent for VYP, LLC, a Florida limited liability company, owner, and

**WHEREAS**, pursuant to the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and considered all comments received during said public hearing and the Concurrency

Management Assessment concerning said application for an amendment, as described below; and

**WHEREAS**, the Planning and Zoning Board, serving also as the Local Planning Agency has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

**WHEREAS**, the Planning and Zoning Board, serving also as the Local Planning Agency has determined and found that recommending to the City Council the approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

**BE IT RESOLVED BY THE PLANNING AND ZONING BOARD, OF THE CITY OF LAKE CITY, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, THAT:**

**Section 1. Future Land Use Map Amended.** Pursuant to an application, CPA 24-04, submitted by Charles Millar, as agent for VYP, LLC, a Florida limited liability company, owner, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the City Council that the future land use classification be changed from COMMERCIAL COUNTY TO COMMERCIAL CITY on property containing 0.583 acres, more or less described, as follows:

**A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:**

**Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to the map or plat thereof, as recorded in Plat Book 1, Page 45 of the Public Records of Columbia County, Florida, a subdivision embracing a part of the SW 1/4 of the SE 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, according to map of same prepared by C.W. Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and filed in the Official Records of the Columbia County Clerk of Circuit Courts on July 6, 1926; less and except that portion heretofore acquired by the state of Florida for road Right-of-Ways.**



---

**Section 2. Conflict.** All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.


**Section 3. Effective Date.** This resolution shall become effective upon adoption.

**PASSED AND DULY ADOPTED**, in regular session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 12th day of November, 2024.

PLANNING AND ZONING BOARD OF THE  
CITY OF LAKE CITY, FLORIDA, SERVING ALSO  
AS THE LOCAL PLANNING AGENCY OF THE  
CITY OF LAKE CITY, FLORIDA

  
Christopher Lydick, Chairman

ATTEST, BY THE SECRETARY TO THE  
PLANNING AND ZONING BOARD OF THE  
CITY OF LAKE CITY, FLORIDA:

  
Robert Angelo, Secretary to the Planning  
and Zoning Board

APPROVED AS TO FORM AND LEGALITY:

  
Clay Martin, City Attorney

# Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-2298- Amending the Future Land Use Map of The City of Lake City

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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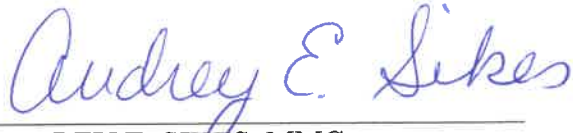
<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**Record of Vote on First Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

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

**File Attachments for Item:**

13. City Council Ordinance No. 2024-2299 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-05, submitted by Charles Millar as agent for VYP, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from Commercial Intensive County (CI Co) to Commercial Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located next to Advanced Auto Parts at the SW corner of Highway 90 and Branford Highway)

Passed on first reading 12/2/24

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

# ORDINANCE NO. 2024-2299

## CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND**  
3           **DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE**  
4           **REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT**  
5           **TO AN APPLICATION, Z 24-05, SUBMITTED BY CHARLES MILLAR AS**  
6           **AGENT FOR VYP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE**  
7           **PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING**  
8           **FROM COMMERCIAL INTENSIVE COUNTY (CI Co)TO COMMERCIAL**  
9           **INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF**  
10          **THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY;**  
11          **REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN**  
12          **EFFECTIVE DATE**

13          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
14          of Lake City, Florida, (the “City Council”), to prepare, adopt and enforce land development  
15          regulations; and

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

19          **WHEREAS**, an application for an amendment, as described below, has been filed with the City by  
20          Charles Millar as agent for VYP, LLC, a Florida limited liability company, the property owner; and

21          **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the “Planning and Zoning  
22          Board”), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the  
23          “Local Planning Agency”); and

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

32          **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
33          required public hearings, with public notice having been provided, on said application for an  
34          amendment, as described below, and at said public hearing, the City Council reviewed and  
35          considered all comments received during said public hearing, including the recommendation of

36 the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency  
37 Management Assessment concerning said application for an amendment, as described below;  
38 and

39 **WHEREAS**, the City Council has determined and found approval of said application for an  
40 amendment, as described below, would promote the public health, safety, morals, order,  
41 comfort, convenience, appearance, prosperity, or general welfare; now, therefore

42 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

43 Pursuant to an application, Z 24-05, submitted by Charles Millar, agent for  
44 VYP, LLC, a Florida limited liability company, the property owner, to amend  
45 the Official Zoning Atlas of the Land Development Regulations by changing  
46 the zoning district of certain lands, the zoning district is hereby changed  
47 **COMMERCIAL INTENSIVE COUNTY (CI CO) TO COMMERCIAL INTENSIVE**  
48 **(CI)** on property containing 0.583 acres, more or less and described, as  
49 follows:

50 **A parcel of land lying in Section 36, Township 3 South, Range 16 East,**  
51 **Columbia County, Florida, being more particularly described as follows:**

52 **Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to the**  
53 **map or plat thereof, as recorded in Plat Book 1, Page 45 of the Public**  
54 **Records of Columbia County, Florida, a subdivision embracing a part of**  
55 **the SW 1/4 of the SE 1/4 of Section 36, Township 3 South, Range 16 East,**  
56 **Columbia County, Florida, according to map of same prepared by C.W.**  
57 **Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and filed in the**  
58 **Official Records of the Columbia County Clerk of Circuit Courts on July 6,**  
59 **1926; less and except that portion heretofore acquired by the state of**  
60 **Florida for road Right-of-Ways.**

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

64 2. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed  
65 to the extent of such conflict.

66 3. This ordinance shall become effective upon adoption, subject to the following:

67 The effective date of this amendment, Z 24-05, to the Official Zoning Atlas shall  
68 be the same date as the effective date of Future Land Use Plan Map

69 Amendment, CPA 24-04. If Future Land Use Plan Map Amendment, CPA 24-  
70 04, does not become effective, this amendment, Z 24-05, to the Official Zoning  
71 Atlas shall not become effective. No development orders, development  
72 permits or land uses dependent on this amendment, Z 24-05, to the Official  
73 Zoning Atlas may be issued or commence before it has become effective.

74 4. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida  
75 Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as  
76 amended.

77 **APPROVED, UPON THE FIRST READING**, by a majority of a quorum of the City Council of the City of Lake  
78 City at a regular meeting, on the 2nd day of December, 2024.

79 **PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk  
80 of the City of Lake City, Florida on the \_\_\_\_ day of \_\_\_\_\_, 2024.

81 **APPROVED AND ADOPTED UPON THE SECOND READING**, by an affirmative vote of a majority of a quorum  
82 present of the Lake City City Council, at a regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

November 18, 2024

TO: City Council

FROM: Planning and Zoning Technician

SUBJECT: Application No. Z 24-05 (VYP, LLC)

Concurrency Management Assessment  
Concerning an Amendment to the  
Official Zoning Atlas of the Land Development Regulations

Rezoning is ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 24-05, an application by Charles Millar, as agent for VYP, LLC, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from COMMERCIAL INTENSIVE COUNTY (CI Co) to COMMERCIAL INTENSIVE CITY (CI) on property described, as follows:

**A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:**

**Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to the map or plat thereof, as recorded in Plat Book 1, Page 45 of the Public Records of Columbia County, Florida, a subdivision embracing a part of the SW 1/4 of the SE 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, according to map of same prepared by C.W. Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and filed in the Official Records of the Columbia County Clerk of Circuit Courts on July 6, 1926; less and except that portion heretofore acquired by the state of Florida for road Right-of-Ways.**

**Containing 0.583 acres, more or less**



# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Availability of and Demand on Public Facilities

### Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 25,395 square feet of shopping center use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average specialty retail use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$25,395$  (25,395 square feet gross floor area)  $\times$  100% (100% maximum lot coverage by all buildings)  $\times$  1.82 (employees per 1,000 square feet gross floor area) = 46 (employees)  $\times$  45 (gallons of potable water usage per employee per day) = 2,070 gallons of potable water usage per day.

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2023, the average daily potable water usage = 3,490,000 gallons of potable water per day.

Residual available capacity prior to reserved capacity for previously approved development = 610,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development = 610,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment = 2,070 gallons of potable water per day.

Residual capacity after this proposed amendment = 607,930 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 25,395 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$25,395$  (25,395 square feet gross floor area)  $\times$  100% (100% maximum lot coverage by all buildings)  $\times$  1.82 (employees per 1,000 square feet gross floor area) = 46 (employees  $\times$  34.5 gallons of sanitary sewer effluent per employee per day) = 1,587 gallons of sanitary sewer effluent per day.

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2023, the average sanitary sewer usage = 1,880,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 1,120,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 1,120,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 1,587 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 1,118,413 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially result in 25,395 square feet of specialty retail use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

An average shopping center use is estimated to generate 5.5 pounds of solid waste per 1,000 square feet gross floor area per day.

$25,395$  (25,395 square feet gross floor area)  $\times$  100% (maximum lot coverage by all buildings)  $\times$  5.5 (pounds of solid waste per 1,000 square feet gross floor area per day) = 139.67 pounds of solid waste per day.

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

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## Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

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## Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

---

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 43,560 square feet of shopping center use on the site (based upon averages for use intensities and compliance with off-street parking requirements, drainage requirements and landscape buffer requirements).

## Summary of Trip Generation Calculations for a Shopping Center Use.

25,395 (25,395 feet gross floor area) x 100% (maximum lot coverage by all buildings) x 3.81 (trips per 1,000 square feet gross floor area) = 97 trips less 25 percent pass by trips (24) = 73 p.m. peak hour trips (189 - 47 = 142).

Existing p.m. peak hour trips = 2475 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

| Level of Service                             | Existing PM Peak Hour Trips | Existing Level of Service | Reserved Capacity PM Peak Hour Trips for Previously Approved | Development PM Peak Hour Trips | PM Peak Hour Trips With Development | Level of Service with Development |
|--|-----------------------------|---------------------------|--|--------------------------------|-------------------------------------|-----------------------------------|
| US 90 (from SW Bascom Norris Dr to S.R. 247) | 2475                        | D                         | 0  | 73                             | 2548                                | D                                 |

a 2021 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 10th Edition, 2017.

Multimodal Quality/Level of Service Handbook, Florida Department of Transportation, 2023.

Based upon the above analysis and an adopted level of service standard of "D" with a capacity of 4,160 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the potential number of trips associated with the proposed amendment.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031  
FAX: (386) 752-4896

## Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

## Surrounding Land Uses

Currently, the existing land use of the site is commercial. The site is bounded on the north by commercial land use, on the east by commercial land use, on the south by commercial land use and on the west by commercial land use.

## Historic Resources

According to the Florida Division of Historical Resources, Master Site File, dated 2021, there are no known historic resources on the site.

## Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, November 2, 2018, the site is not located within a 100-year flood prone area.

## Wetlands

According to the Water Management District Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

## Minerals

According to Florida Department of Environmental Protection, Florida Geological Survey, Digital Environmental Geology Rock and Sediment Distribution Map data layer, dated August 22, 2023, the site is known to contain clayey sand.

## Soil Types

According to the Florida Department of Environmental Protection Soil Descriptions-  
Chipley fine sand, 0 to 5 percent slopes - This is a moderately well drained, nearly level to gently sloping soil in somewhat depressed areas and on flats in the uplands. The areas range from 3 to 800 acres and are circular to irregularly elongated. Typically, the surface layer is gray fine sand about 7 inches thick. Fine sand extends to a depth of 80 inches. In sequence downward, 23 inches is very pale brown and has yellow mottles; the next 10 inches is light gray and has very pale brown mottles; the next 20 inches is very pale brown and has brownish yellow, white and yellowish red mottles; and the lowermost 20 inches is white with brownish yellow and yellow mottles.

# City of Lake City

205 NORTH MARION AVENUE  
LAKE CITY, FLORIDA 32055

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## High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential to the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in high aquifer groundwater recharge area.

# EFFECTIVE FLOOD INFORMATION REPORT

## Location Information

County: **COLUMBIA**  
 Parcel: **363S1602631000**  
 Flood Zone: **X**  
 Flood Risk: **LOW**

1% Annual Chance Base Flood Elev\* **Not Applicable**  
 10% Annual Chance Flood Elev\* **Not Applicable**  
 50% Annual Chance Flood Elev\* **Not Applicable**

\* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below



State of Florida, Maxar, Microsoft

## Legend with Flood Zone Designations

|  |  |  |                            |  |                   |  |          |
|--|--|--|----------------------------|--|-------------------|--|----------|
|  | 1% Flood - Floodway (High Risk)          |  | Area Not Included          |  | Cross Sections    |  | Wetlands |
|  | 1% Flood - Zone AE (High Risk)           |  | SFHA Decrease              |  | County Boundaries |  |          |
|  | 1% Flood - Zone A (HighRisk)             |  | SFHA Increase              |  | FIRM Panel Index  |  |          |
|  | 1% Flood - Zone VE (HighRisk)            |  | Depressions                |  | Parcels           |  |          |
|  | 0.2% Flood-Shaded Zone X (Moderate Risk) |  | BaseFlood Elevations (BFE) |  | River Marks       |  |          |

## Supplemental Information

Watershed: Upper Suwannee  
 Map Effective Date: 11/2/2018  
 Special Flood Hazard Area: No

FIRM Panel(s): 12023C0291D

Anywhere it can rain, it can flood.  
 Know your risk.



[www.srwmfdloodreport.com](http://www.srwmfdloodreport.com)

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov>) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA Change Your Flood Zone Designation | [FEMA.gov](http://FEMA.gov). Information about flood insurance may be obtained at [www.floodsmart.com](http://www.floodsmart.com)

### Base Flood Elevation (BFE)

The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

### A

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.

### AE, A1-A30

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

### AH

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### AO

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.

### Supplemental Information:

10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed mapping studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in the Flood Insurance Rate Map for this project.

### AE FW (FLOODWAYS)

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.

Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.

### VE

Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.

### X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANGE FLOOD HAZARD)

Same as Zone X; however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not required in this zone but is available at a reduced rate and is recommended.

### X

All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.

### LINKS FEMA:

<http://www.fema.gov>

### SRWMD:

<http://www.srwmd.state.fl.us>

### CONTACT

SRWMD  
9225 County Road 49  
Live Oak, FL 32060  
(386) 362-1001

### Toll Free:

(800) 226-1066

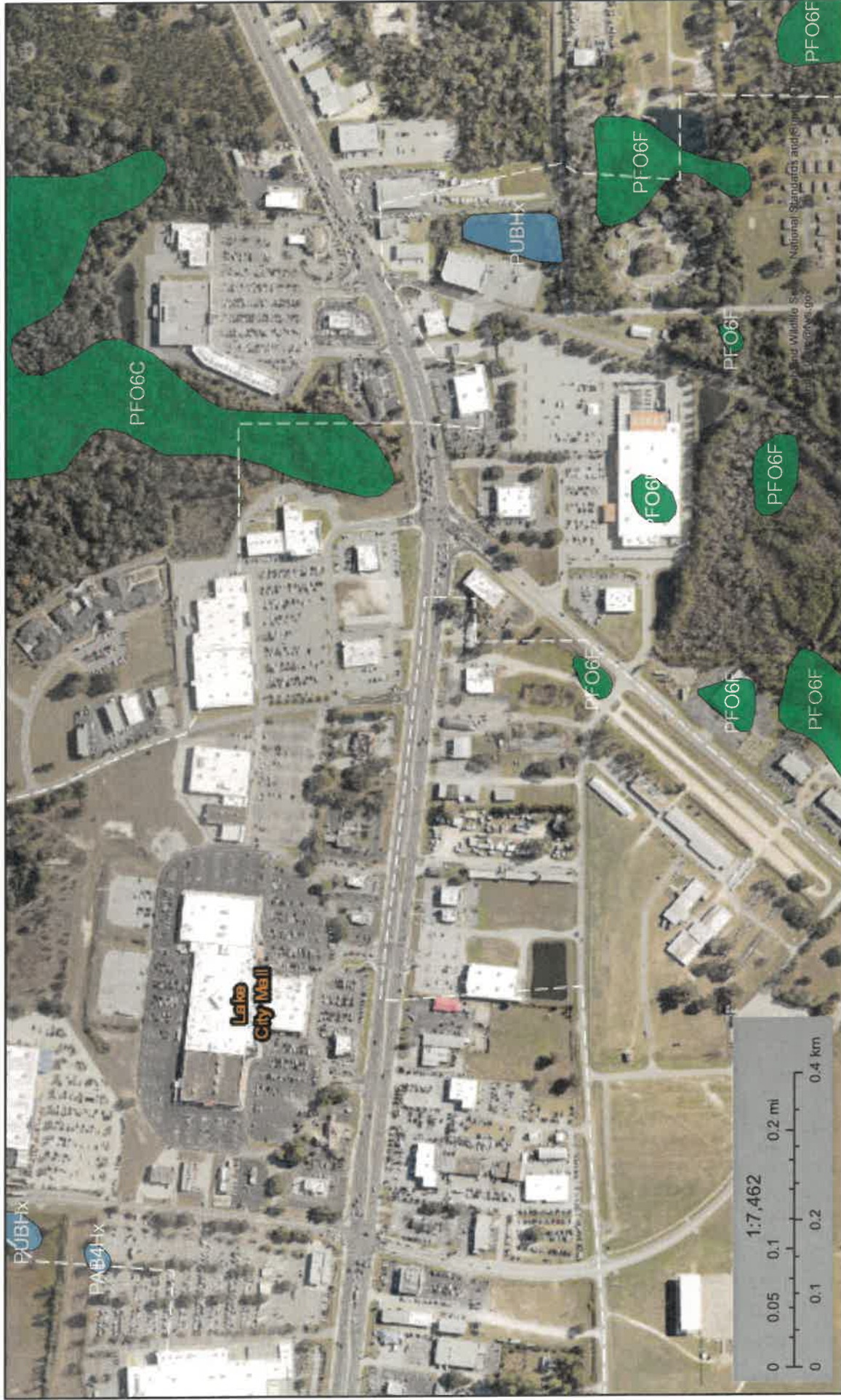




U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Parcel 02631-000



November 18, 2024

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

# Environmental Geology - Rock and Sediment Distribution



**FDEP Open Data Administrator**  
 Florida Department of Environmental Protection

## Summary

To produce a new State Geological Map

[View Full Details](#)

[Download](#)

## Details

**Dataset Feature Layer**

**August 22, 2023**  
 Info Updated

**Not Planned**  
 Data Updated: August 22, 2023

**January 1, 2001**  
 Published Date

**Records: 2,822**  
[View data table](#)

**Public**  
 Anyone can see this content

**Custom License**  
[View license details](#)

I want to use this

Records: Filtering 1 of 2,822



**Environmental Geology - Rock and Sediment Distribution**

Zoom to

|                                 |                   |
|---------------------------------|-------------------|
| OBJECTID                        | 49                |
| DEP_GEOLOGY_ENVIRONMENTA_L_AREA | 8,306,444,629.9   |
| PERIMETER                       | 1,548,154.116     |
| TYPE                            | 3                 |
| CATEGORY                        | CLAYEY SAND       |
| SHAPE                           | undefined         |
| SHAPE.AREA                      | 8,306,444,625.519 |
| SHAPE.LEN                       | 1,548,154.116     |

CATEGORY: CLAYEY SAND

## **RESOLUTION NO. PZ/LPA Z 24-05**

### **PLANNING AND ZONING BOARD CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA APPROVAL OF AN AMENDMENT TO THE ZONING MAP OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS OF LESS THAN TEN (10) CONTIGUOUS ACRES OF LAND PURSUANT TO AN APPLICATION SUBMITTED BY CHARLES MILLAR AS AGENT FOR VYP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL INTENSIVE COUNTY (CI Co) TO COMMERCIAL INTENSIVE CITY (CI City) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Lake City Land Development Regulations, (the “Land Development Regulations”), empower the Planning and Zoning Board of the City of Lake City, Florida, (the “Planning and Zoning Board”), to recommend approval or denial of amendments to the Land Development Regulations, to the City Council of the City of Lake City, Florida, (the “City Council”), in accordance with said code; and

**WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers the Local Planning Agency of the City of Lake City, Florida, (the “Local Planning Agency”), to recommend to the City Council, approval or denial of amendments to the Land Development Regulations, in accordance with said statute; and

**WHEREAS**, an application for an amendment, as described below, has been filed with the City by Charles Millar, agent for VYP, LLC, a Florida limited liability company, owner; and

**WHEREAS**, the Planning and Zoning Board has been designated as the Local Planning Agency; and

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

**WHEREAS**, the Planning and Zoning Board, serving also as the Local Planning Agency, has determined and found that recommending to the City Council the approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

**WHEREAS**, the Planning and Zoning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 15.2 of the Land Development Regulations and based upon said study and consideration has determined and found that:

1. The proposed change conforms to the Comprehensive Plan;
2. The proposed change conforms with the existing land use pattern;
3. The proposed change does not create an isolated district unrelated to adjacent and nearby districts;
4. The proposed change does not have a negative impact on the population density pattern and the load on public facilities such as schools, utilities, streets, etc.;
5. The proposed change does not impact the existing district boundaries in relation to existing conditions on the property;
6. The proposed change does not negatively impact the living conditions in the neighborhood;
7. The proposed change will not adversely impact public facilities and adopted level of service standards, including but not limited to the capacity of the existing and projected traffic patterns, water and sewer systems, and other public facilities and utilities; and
8. The proposed change will be appropriate based on consideration of the applicable provisions and conditions contained in the Land Development Regulations and other applicable laws, ordinances and regulations relating to land use and based upon a consideration of the public health, safety, and welfare of the citizens of the City; now therefore

**BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA:**

**Section 1.** Pursuant to an application, Z 24-05, submitted by Charles Millar, agent for VYP, LLC, a Florida limited liability company, owner, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the City Council that the zoning district be changed from COMMERCIAL INTENSIVE COUNTY (CI Co) TO COMMERCIAL INTENSIVE CITY (CI City) on property Containing 0.583 acres, more or less and described, as follows:

**A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:**

**Lots 2, 3, 4 and 5, Block A, Westwood Park, Section A, according to the map or plat thereof, as recorded in Plat Book 1, Page 45 of the Public Records of Columbia County, Florida, a subdivision embracing a part of**


**the SW 1/4 of the SE 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida, according to map of same prepared by C.W. Brown and W.W. Nihiser, Surveyors, dated June 8, 1926, and filed in the Official Records of the Columbia County Clerk of Circuit Courts on July 6, 1926; less and except that portion heretofore acquired by the state of Florida for road Right-of-Ways.**

**Section 2.** All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.


**Section 3.** This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 12th day of November, 2024.

PLANNING AND ZONING BOARD OF THE CITY  
OF LAKE CITY, FLORIDA, SERVING ALSO AS THE  
LOCAL PLANNING AGENCY OF THE CITY OF  
LAKE CITY, FLORIDA

  
\_\_\_\_\_  
Christopher Lydick, Chairman

ATTEST, BY THE SECRETARY TO THE PLANNING  
AND ZONING BOARD OF THE CITY OF LAKE CITY,  
FLORIDA:

  
\_\_\_\_\_  
Robert Angelo, Secretary to the Planning and  
Zoning Board

APPROVED AS TO FORM AND LEGALITY:

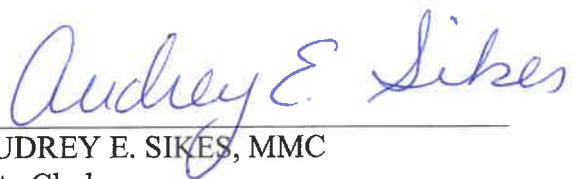
  
\_\_\_\_\_  
Clay Martin, City Attorney

**Record of Vote on First Reading**

|                                   | For      | Against | Absent | Abstain |
|-----------------------------------|----------|---------|--------|---------|
| Noah Walker, Mayor/Council Member | <u>✓</u> | _____   | _____  | _____   |
| Tammy Harris, Council Member      | <u>✓</u> | _____   | _____  | _____   |
| Chevella Young, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| Ricky Jernigan, Council Member    | <u>✓</u> | _____   | _____  | _____   |
| James Carter, Council Member      | <u>✓</u> | _____   | _____  | _____   |

**Certification**

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

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

# Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-2299- Amending the Official Zoning Atlas of The City of Lake City

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.