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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

September 20, 2021 at 6:00 PM

Venue: City Hall

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## AGENDA

The 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 live on our Youtube channel. Youtube channel information is located at the end of this Agenda.

### Pledge of Allegiance

### Invocation - Council Member Jake Hill, Jr.

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

### Roll Call

### Minutes

- [1.](#) August 16, 2021 Regular Session
- [2.](#) August 17, 2021 - Budget Workshop
- [3.](#) August 30, 2021 - Budget Workshop
- [4.](#) September 7, 2021 - Regular Session

### Approval of Agenda

### Approval of Consent Agenda

- [5.](#) Permit application from the Lake City-Columbia County Chamber of Commerce to hold the Gateway City Craft Beer and Wine Festival on Saturday, October 23, 2021, from 8:00 AM until 8:00 PM at Darby Pavilion and Wilson Park. All

supporting documents including the certificate of insurance have been provided.

## **BUDGET HEARINGS**

### **Open Final Hearing of the FY2021-2022 Budget**

6. City Council Resolution No. 2021-130 - A resolution of the City Council of the City of Lake City, Florida, adopting a millage rate for the levy of ad valorem taxes for the City for fiscal year 2021-2022; and providing an effective date.

Passed on first hearing 09/07/2021

7. City Council Resolution No. 2021-131 - A resolution of the City Council of the City of Lake City, Florida, adopting the budget for fiscal year 2021-2022; and providing for an effective date.

Passed on first hearing 09/07/2021

### **Close Hearing**

### **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.*

### **Old Business**

#### **Ordinances**

### **Open Public Hearing**

8. City Council Ordinance No. 2021-2204 (final reading) - An ordinance of the City of Lake City, Florida, amending the code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers Retirement Fund; providing for the addition of a Section 70-106; providing for a share account (defined contribution component); providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading on 9/07/2021

### **Close Hearing**

Adopt City Council Ordinance No. 2021-2204 on final reading



Other Items

9. Discussion and Possible Action - Fire Pension Board and General Employee Pension Board Appointee (Mayor Witt)

**New Business**Ordinances

- [10.](#) City Council Ordinance No. 2021-2202 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 104, entitled vegetation of the City Code of ordinances; providing for repeal of Section 40, titled creation of City Tree Board; appointment of members; terms of the City Code in its entirety; providing for severability; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2202 on first reading

- [11.](#) City Council Ordinance No. 2021-2203 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.16 to Article III, Chapter 86, which provides for the permanent vacating of the two utility easements located between Lots 5 (Parcel 34-3S-16-02465-105) and Lot 6 (Parcel 34-3S-02465-106), and Lot 6 (Parcel 34-3S-02465-106) and Lot 7 (Parcel 34-3S-16-02465-107), all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in plat book 7, pages 61 and 62, of the public records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2021-2203 on first reading

Resolutions

- [12.](#) City Council Resolution No. 2021-136 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an agreement with Marks Gray, P.A.; providing for the provision of special legal counsel services related to aviation at the Lake City Gateway Airport; and providing for an effective date.
- [13.](#) City Council Resolution No. 2021-137 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a grant award in an amount of \$504,994.00 from the State of Florida, Department of Transportation; providing for the resurfacing of Patterson Avenue from United States Highway 90 to State Road 100A; and providing for an effective date.
- [14.](#) City Council Resolution No. 2021-138 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the

North Central Florida Regional Planning Council; providing for the receipt of comprehensive planning services; providing for compensation not-to-exceed \$23,500.00; and providing for an effective date.

- [15.](#) City Council Resolution No. 2021-139 - A resolution of the City Council of the City of Lake City, Florida, reappointing Steve Brown as the Director to serve on the Florida Gas Utility Board of Directors on behalf of the City and reappointing Paul Dyal, Executive Director of Utilities, as Alternate Director in the absence of Steve Brown; providing for the repeal of all prior resolutions in conflict with this resolution; and providing for an effective date.
- [16.](#) City Council Resolution No. 2021-140 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida, Division of Emergency Management; providing for the receipt of fiscal recovery funds in the amount of \$6,186,544.00; providing for the reimbursement of certain expenses incurred due to the Covid-19 Public Health Emergency in accordance with the limitations prescribed in the act; providing for conflicts; and providing for an effective date.
- [17.](#) City Council Resolution No. 2021-141 - A resolution of the City Council of the City of Lake City, Florida, authorizing the write-off of delinquent utility accounts through September 30, 2019; finding the delinquent utility accounts to be uncollectable; and providing an effective date.
- [18.](#) Emergency Item - City Council Resolution No. 2021-142 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a contract with C & K of Lake City, Inc., doing business as ServePro of Columbia and Suwannee Counties for the remediation of mold from the first floor of the City Hall building; providing for a contract price not to exceed \$34,292.35; providing for the execution of the contract; and providing for an effective date. (Dave Young)
- [19.](#) Emergency Item - City Council Resolution No. 2021-144 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Michael D. Williams for management services related to the vacant City Manager position; and providing for an effective date.

## **Departmental Administration**

### Other Items

- [20.](#) Discussion and Possible Action - Filling the vacancy of Council Member for City Council District 14.
- [21.](#) Discussion and Possible Action: Memorial Stadium (Todd Sampson)

[22.](#) Discussion and Possible Action - SR47/I75 Groundbreaking Ceremony  
Scheduled for Wednesday, October 6, 2021 at 1:00 PM (Todd Sampson)

[23.](#) Emergency Item - Discussion and Possible Action: Fire Department Staffing  
(Josh Wehinger)

### **Comments by Council Members**

Reminder: Special Joint Florida Gateway College District Board of  
Trustees/City/County Meeting on Tuesday, September 21, 2021 at 6 PM in the  
Wilson S. Rivers Library & Media Center Building 200, Room 102.

### **Adjournment**

#### **Youtube Chanel Information**

Members of the public may also view the meeting live on our Youtube channel at:  
<https://www.youtube.com/channel/UC28Eyfa2Uogc-8VTWqafG3w>

#### **Agenda revised as follows:**

- \* Addition of supporting documents for Resolution #2021-137 FDOT Patterson St. Grant
- \* Addition of supporting documents for Resolution #2021-141 Bad Debt Write Off's
- \* Addition of Emergency Item - Resolution #2021-142 Mold Remediation City Hall
- \* Addition of Emergency Item - Discussion and Possible Action: Fire Department Staffing Request
- \* Addition of Emergency Item - Resolution #2021-144 Michael Williams Agreement for Management Services related to the vacant City Manager Position

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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. August 16, 2021 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on August 16, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

#### PLEDGE OF ALLEGIANCE

INVOCATION –Council Member Todd Sampson

#### ROLL CALL

Mayor/Council Member  
Vice Mayor/Council Member  
City Council

City Attorney  
Interim City Manager  
Sergeant-at-Arms  
City Clerk

Stephen M. Witt  
Chris Greene  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Jr.  
Ami Mitchell Fields  
Chief Argatha Gilmore  
Audrey Sikes

PROCLAMATIONS – None

#### MINTUES

1. 7-6-2021 Emergency Called Special Session
2. 7-12-2021 Special Called Session
3. 8-2-2021 Regular Session

**Mr. Greene made a motion to approve the July 6, 2021 Emergency Called Special Session, July 12, 2021 Special Called Session, and August 2, 2021 Regular Session minutes as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

#### APPROVAL OF AGENDA

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

APPROVAL OF CONSENT AGENDA – None

#### PRESENTATIONS

4. Council Member Todd Sampson Institute for Elected Municipal Officials Certificate of Completion (Mayor Witt)

Mayor Witt presented Todd Sampson with his Certificate of Completion for his May 7-9<sup>th</sup> 2021 attendance at the Florida League of Cities for the Institute of Elected Municipal Officials.

#### PERSONS WISHING TO ADDRESS COUNCIL

Bea Coker encouraged as an option for income revenue, having businesses obtain a certification of occupancy to repair, or if in need of contracting for residential and commercial repairs.

Tina Roberts thanked the Community Redevelopment Agency for the \$120,000 in funding for the Beautification Project on August 2, 2021. City Staff reported it would cost over \$200,000 to take the trees down, not including flowers or planters. Mrs. Roberts stated this funding request will now have to go back before the Community Redevelopment Agency.

Glenel Bowden asked members to consider social distancing for seating due to Covid 19, or to return to the Columbia County School Board for meetings.

Shawn Holmgren spoke to Council about hiring a new seasoned manager expeditiously. He discussed his packet of information presented to the members regarding the Marion Street Tree Removal Project.

#### OLD BUSINESS

##### Ordinances

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2199. City Council Ordinance No. 2021-2199 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2199. No one asked to be heard therefore Mayor Witt closed the public hearing.**

5. City Council Ordinance No. 2021-2199 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2021-2199, pursuant to Petition No. ANX 20-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

## Other Items

### 6. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Witt)

Mayor Witt reminded members to think about a name for consideration.

### 7. Discussion and Possible Action - Selecting a firm to assist in City Manager search (Mayor Witt)

Mr. Greene ranked his choices for selecting a firm to assist in the City Manager search, with Rene Narloch being his first choice.

Mr. Greene made a motion to select Rene Narloch to perform the search for City Manager, the motion died due to lack of second.

Mr. Jefferson stated Narloch was his seconded choice, with Colin Baenger being first.

Mr. Sampson stated Baenger was his first choice and felt this needed to go through the proper process.

City Attorney Fred Koberlein Jr. stated the City could negotiate with a company under \$20,000, with the procurement process being waived. He discussed the provision in Chapter 2 Section 2-178 (g) of the City Code that states competitive bidding for purchases requiring council approval may be waived by the City Council upon a finding that obtaining competitive bids is not feasible. The grounds for such finding shall be recorded in the minutes of the council meeting at which such finding is made or incorporated into the resolution of the council authorizing such purchase.

**Mr. Greene made a motion that would select Rene Narloch & Associates to do our City Manager search based on information that they provided and we waive the procurement process, in an emergency fashion, due to the fact that we have COVID, in addition to that, the City may have many other factors that delay, I think would harm our city delaying the search. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

PUBLIC COMMENT: George Hudson thanked Council for deciding on choosing a company to conduct the City Manager Search.

## NEW BUSINESS

### Resolutions

8. City Council Resolution No. 2021-119 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Landlord's release and consent in favor of a tenant at the Lake City Gateway Airport known as 406 Aviation, LLC, and the tenant's lender; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-119, authorizing the execution of the Landlord's release and consent in favor of a tenant at the Lake City Gateway Airport known as 406 Aviation, LLC, and the tenant's lender. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

9. City Council Resolution No. 2021-125 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Sixteen with Passero Associates LLC, for professional services; providing for the development of an Airport Strategic Business Plan which is an element of the Airport Master Plan, providing for a cost not-to-exceed \$95,833.00; and providing for an effective date. **Mr. Hill made a motion to adopt City Council Resolution No. 2021-125, authorizing the execution of Task Assignment Sixteen with Passero Associates LLC, for professional services; providing for the development of an Airport Strategic Business Plan which is an element of the Airport Master Plan, and providing for a cost not-to-exceed \$95,833.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

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

10. City Council Resolution No. 2021-126 - A resolution of the City Council of the City of Lake City, Florida approving improvements at the Lake City Gateway Airport to be constructed by the United States Department of Agriculture, Forest Service, providing for the expansion of aircraft parking apron pavement to facilitate aircraft deployed by the forest service; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-126, approving improvements at the Lake City Gateway Airport to be constructed by the United States Department of Agriculture, Forest Service, providing for the expansion of aircraft parking apron pavement to facilitate aircraft deployed by the forest service. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**



<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Greene</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

## Other Items

11. Discussion and Possible Action - Appeal by Brad Dicks agent for D & D of North Florida Inc, of Planning and Zoning Board's decision to deny the rezoning of four (4) parcels of land located on the undeveloped SE Dade Street between SE Church Avenue and SE McCray Avenue considered by Planning and Zoning Board application Z 21-05. (Dave Young)

At this time, due to the amount of people wishing to speak, Mayor Witt swore the following in at the same time: Mavis Georgalis, Chris Lydick, Nancy Wasnick, Brenda Douglas, Roger Hadley, and Sylvester Warren.

Growth Management Director Dave Young began the appeal by stating at the July 14, 2021 Planning and Zoning Meeting, the owner agent of D & D of North Florida, Mr. Brad Dicks, submitted his request for rezoning. The Planning and Zoning Board heard testimony, and denied the request.

Mr. Dicks was sworn in at this time, and asked to hear the findings of the Planning and Zoning Board before he spoke.

Chris Lydick spoke on behalf of the Planning and Zoning Board. He stated this rezoning would create an isolated zoning district, which is typically avoided.

Mr. Sampson stated the map to which Mr. Lydick was presenting is an outdated map from the County.

Brad Dicks addressed Council and stated this was in the view shed buffer of the historical district. He felt that residential would still be residential use even if it's multi-family.

Mavis Georgalis addressed Council and provided an overview and stated she did not believe they will have pride of ownership. She knew of at least three people who have tried to purchase these properties, but Mr. Ford refused to sell them. She stated she was opposed to the development due to it being in the historic district. There are concerns of reducing the permeable area to handle ground water, and it will cause flooding. There is also concern with causing problems with Lake Isabella. She stated the City should address how much land the City would be allowed to pave.

Nancy Wasinack addressed Council and expressed concerns with adding more structures, and how it will enhance the issues they have there.

Brenda Douglas addressed Council and stated they already have issues with crime, and maintenance with nearly all rental units. There were a number of homes that had

already began the gentrification process. She was concerned with the lack of maintenance and changes in the run off patterns. Ms. Douglas stated residents did not want multi-family zoning in that neighborhood.

Roger Hadley addressed Council and stated he would like to maintain this property as it currently is, and that it was not a neighborhood in decline. Mr. Hadley stated this property had a historic sewer system now, and adding extra families would add issues.

Sylvester Warren addressed Council and stated he was disappointed in the way Mr. Hudson spoke to Interim City Manager Ami Mitchell Fields. He stated he supported the project and affordable housing.

Ann Skinner was sworn in by Mayor Witt and addressed Council for her support of protecting the Historic District.

Susan Keating was sworn in by Mayor Witt. She reported she is working on upgrading her property and does not want increased traffic. With absentee ownership and private ownership, she feels there will be more calls to the police. She stated she is not in support of multi-family in the Historic District.

At this time Mayor Witt called County Commissioner Rocky Ford to the podium to speak. City Attorney Fred Koberlein stated that because Mr. Ford was part of the applicant entity, we must disclose any ex-parte conversations or visits any Councilmember may have had, so the applicant may an opportunity to address those. Additionally, the applicant needs to waive any obligation the City may have, which is the Planning & Zoning recording. Mr. Koberlein reported he was unaware the applicant had not been given a report. Mr. Koberlein asked Mr. Ford if he needed more time, as the applicant, to see a report from Planning and Zoning, or did he wish to proceed; Mr. Ford stated no, he would like to proceed.

At this time Mr. Koberlein asked the Council to disclose if they had any conversations about this topic without Mr. Ford being present.

Mr. Sampson, Mr. Jefferson, and Mayor Witt stated they drove by the area in question, but did not speak to anyone about it.

Mr. Greene stated he spoke with Bucky Nash when Mr. Nash called him to ask if this item was on the agenda, nothing more.

Mr. Ford stated they were never notified this topic was going to be on the agenda, and never received a report from Planning and Zoning. He stated he was not aware of any flooding on the property. Mr. Ford felt this was the best use of the property, as there is a big need in Columbia County for rental property. He urged the members to approve this development, and stated the property would be kept nice and maintained. Mr. Ford reported there are several duplexes in this neighborhood, and stated he counted eight.

Mr. Jefferson asked about the max capacity of the property; Mr. Ford responded by saying there would be six duplexes, which would equal twelve living spaces.

Mr. Greene expressed appreciation for the passion from the homeowners, and their concern for the Historic District, the Lake, and the streets of the City. He reiterated the Planning and Zoning Board denied the request, and there was a large out pouring from the community. Mr. Greene stated there is a huge need for affordable housing in Columbia County, but he could not support Mr. Ford's plan based on the opposition of the residents and the Planning & Zoning denial.

Mr. Sampson stated there are duplexes in this area and that staff advised of no adverse effect of the utilities. He stated we did need housing and this was an opportunity for that. Mr. Sampson pointed out there were two members of the Planning and Zoning Board that live in that neighborhood, and was unsure if that was a conflict. He stated duplexes would increase the property tax base, and add revenue. Mr. Sampson recommended for the Council to overturn and approve this decision.

Mr. Jefferson stated he could sympathize with both sides of this issue. This neighborhood has had long term residents, and is not a transient neighborhood. This would be something coming in that changes the complexity of their lifestyle, and he is concerned about the residents in this area, and can't support it at this time.

Mayor Witt stated the City needed to follow the zoning of the ordinances. He agrees the City does need more affordable housing.

**Mr. Greene made a motion to deny the appeal. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

12. Discussion and Possible Action - On May 3, 2021 City Council Ordinance No. 2021-2189 was passed and adopted relating to the establishment of a temporary moratorium for 180 days related to the issuance of new business tax receipts that are related to activities that include electronic simulated gaming promotion or electronic sweepstakes and excepting renewals of existing business tax receipts. The temporary moratorium is set to expire on October 30, 2021.

Mr. Greene asked what the County was doing in regard to the temporary moratorium.

Mr. Koberlein reported the County passed an ordinance.

PUBLIC COMMENT: Glenel Bowden addressed Council and stated there is a market for this type of business. He felt the citizens should have a say in this and the City should hear from the citizens first.

Mr. Koberlein stated the administration needs direction. The City would have to have evidence of the endangerment of public health, safety, and welfare and there would need to be numerical evidence.

Members concurred by general consensus to have staff prepare data from Fire, Police, Columbia County Sherriff's Office, and a copy of the County Ordinance for their review.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

Members concurred to hold a workshop on September 13, 2021 to discuss City Hall at 6PM.

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 8:17 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

2. August 17, 2021 - Budget Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on August 17, 2021, beginning at 4:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube channel.

**PRESENT:**

Mayor/Council Member	Stephen M. Witt
Vice Mayor/Council Member	Chris Greene
City Council	Jake Hill, Jr.
	Eugene Jefferson
	Todd Sampson
City Attorney	Frederick Koberlein, Jr.
Interim City Manager	Ami Mitchell Fields
Sergeant-at-Arms	Chief Argatha Gilmore
City Clerk	Audrey Sikes

**Call to order**

The meeting was called to order at 4:00 PM.

**1. Budget FY 22 – General Fund/Airport Budgets**

Listed below is a summation of the items discussed by Mr. Sampson:

- Not in favor of raising ad-valorem taxes
- Staff making under \$15 per hour to be moved to \$15 per hour then address the salary compression
- No across the board increase
- Police Department budget and ways to reduce expenses and unfilled positions, increase officer salaries and training for officers (supports FOP salary proposal)
- Discussed potential solutions to reduce expenses
- Consolidation of dispatch center (police and fire)

Mr. Greene stated he was not in favor of raising taxes on the citizens of the City and suggested the administration go back to the drawing board and provide a budget based on the current millage rate of 4.9000.

Mr. Jefferson supports seeing a budget at the current millage rate.

Mr. Hill stated that he will not support a tax increase on the citizens.

Mr. Sampson spoke on budget cuts and bringing staff who are not currently at \$15 an hour, up to \$15 an hour.

Mayor Witt confirmed with Finance Director Donna Duncan when the budget would need to be voted on.

Members concurred to meet on August 30, 2021 and confirmed with Attorney Koberlein whether a motion was needed.

**Mr. Greene made a motion to continue the workshop on August 30, 2021 to provide the City Manager with the direction to present a budget based on the current millage rate of 4.9000%. Mr. Jefferson seconded the motion. Mr. Sampson expressed concern with rescheduling a workshop that had been scheduled over a small discrepancy in the budget. He stated more guidance should have been given prior to the meeting. A roll call vote was taken and the motion carried on a 3/2 vote.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

### **Adjournment**

There being no further business, the meeting adjourned at 4:30 PM.

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Audrey E. Sikes, MMC City Clerk

**File Attachments for Item:**

3. August 30, 2021 - Budget Workshop



The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on August 30, 2021, beginning at 4:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube channel.

**PRESENT:**

Mayor/Council Member	Stephen M. Witt
Vice Mayor/Council Member	Chris Greene
City Council	Jake Hill, Jr.
	Eugene Jefferson
	Todd Sampson
City Attorney	Frederick Koberlein, Jr.
Interim City Manager	Ami Mitchell Fields
Sergeant-at-Arms	Chief Argatha Gilmore
City Clerk	Audrey Sikes

**Call to order**

The meeting was called to order at 4:00 PM.

**1. Budget FY 22 – General Fund/Airport Budgets**  
Listed below is a summation of the items discussed.

Members concurred on the following:

- Hold off on reclassification (freeze current classifications) of any employees until a permanent City Manager is in place (separate from Union members and Charter positions)
- No across the board salary increases
- No salary increases for the Council
- Provide salary increases to all staff making below \$15 per hour to get their hourly wage up to \$15 per hour
- Provide same dollar amount of increase provided to staff making under \$15 per hour to staff making \$15 to \$30 per hour range up to approximately \$60K annually to address salary compression
- Increases for staff making over \$30 per hour/approximately \$60K annually were not addressed at this time
- City Council – eliminated salary increase
- City Manager – addition of new grant writer position
- City Clerk
- Human Resources
- Legal/Non-Departmental – Mr. Sampson would like to see a quarterly report of the line items paid via legal
- Finance
- Information Technology
- General Building

- Police – add back \$75K for ANI ALI and approximately \$75K for promotional items, Explorers Program and other items previously removed. Chief Gilmore would like to utilize Cares Act Funding for a sponsorship program. She is to research and bring back information for Council consideration. Mr. Sampson would like to research a unified dispatch.
- Safety Risk Management – Human Resources has taken over the duties of Safety/Risk and each department are now responsible for their own training.
- Public Works – Add 2 projects consisting of 3 roads for paving with Cares Funds, Lake Montgomery to Grandview, Lake Montgomery to Alamo and Quail Ridge Subdivision. Members discussed Gurley Road, Patterson Grant and Richardson Grant.
- Public Assistance – Mr. Sampson suggested moving into a contract agreement with the Animal Shelter. Mr. Greene recommended a contract with Columbia County Senior Services as well. Members concurred to have United Way come and present their campaign to employees.
- Garbage
- Growth Management
- Community Redevelopment Agency
- Fire – \$50K in funding for ANI ALI was added back in. Discussed consolidating fire dispatch with county dispatch.
- Airport
- Debt Services
- Sales Tax Bond – Updated to reflect 3.4 million for the Fire Station
- Airport Construction Fund

At 6:41 PM Mayor Witt adjourned the meeting for a brief break. At 6:56 PM Mayor Witt reconvened the workshop.

- Water-Sewer
- Customer Service
- Water Plant – Remove \$125K and \$330K off capitol outlay project for well. Add an additional \$10K for ammonia and \$7K for chlorine due to price increases. Water Plant Director Mike Osborn handed out information on salary increases for his staff. He asked members to review it and give it some consideration.
- Wastewater Treatment Plant – Fence at Kicklighter needs rollover of \$45K
- Sprayfield
- Distribution and Collection – Rollover funds for building into next fiscal year in the amount of \$103K.
- Water/Sewer Construction Fund
- Impact Fees
- Gas

### **Adjournment**

There being no further business, the meeting adjourned at 7:29 PM.

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Audrey E. Sikes, MMC City Clerk

**File Attachments for Item:**

4. September 7, 2021 - Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on September 7, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting live on our YouTube Channel.

EVENTS PRIOR TO MEETING: 5:00 PM Community Redevelopment Agency (CRA) Meeting

PLEDGE OF ALLEGIANCE

INVOCATION –Mayor Stephen Witt

ROLL CALL

Mayor/Council Member	Stephen M. Witt
Vice Mayor/Council Member	Chris Greene
City Council	Jake Hill, Jr.
	Eugene Jefferson
	C. Todd Sampson
City Attorney	Frederick Koberlein, Jr.
Interim City Manager	Ami Mitchell Fields
Sergeant-at-Arms	Chief Argatha Gilmore
City Clerk	Audrey Sikes

PROCLAMATIONS – None

MINTUES – None

APPROVAL OF AGENDA

**Mr. Sampson made a motion to remove Item #18 (Discussion and Evaluation and Possible Action- Evaluation of Interim City Manager) from the agenda. Mr. Hill seconded the motion. A roll call vote was taken and the motion failed on a 3/2 vote.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Nay</b>
<b>Mr. Greene</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Nay</b>

**Mr. Greene made a motion to remove Items #10 (City Council Ordinance No. 2021-2200) and 11(City Council Ordinance 2021-2202). Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

## APPROVAL OF CONSENT AGENDA

1. Discussion and Possible Action - Request from Woofstock Festival and Columbia County Doxie Derby to place a banner on the City of Lake City sign November 5, 2021 through November 13, 2021 to advertise the Woofstock Festival.
2. Award ITB-026-2021 Purchase of Pipe and Fittings for the Westside Fire Station to Lanier Municipal Supply Co, Inc., the sole bidder, for a total of \$32,289.12.
3. Permit application from Columbia High School to hold the CHS Homecoming Parade on Friday, October 1, 2021, from 1:00 P.M. until 5:00 P.M. The parade will start at 3:00 P.M. All supporting documents including certificate of insurance have been provided.

**Mr. Sampson made a motion to approve the consent agenda consisting of items 1-3 identified above. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

## PRESENTATIONS

4. Jamie Bell, Jones Edmunds

- \* Bell Road Wastewater Capacity Analysis
- \* Water Main Routing Study
- \* 5A Water Main and Bell Road Wastewater Improvement Project Scope/Fees
- \* SR47/I75 Groundbreaking Ceremony

Ms. Bell presented updates for the projects listed above.

Mr. Sampson recommended using the forthcoming ARPA funds for projects.

Utility Director Paul Dyal and Ms. Bell confirmed no grant funds have been applied for at this time. Mr. Dyal is fairly confident the City will get those funds when applied for.

Members concurred by general consensus to authorize staff to apply for grants to complete these projects.

PUBLIC COMMENT: Ron Williams Sr. addressed Council and spoke on the Bell Road corridor. He suggested extending the public utilities area along that corridor; there are 2300 acres that have been identified.

## FIRE ASSESSMENT/BUDGET HEARINGS

**At this time Mayor Witt closed the regular session and opened a public hearing on the Proposed Fire Protection Assessment Rates for Fiscal Year beginning October 1, 2021. Mayor Witt asked if anyone wanted to be heard regarding the Proposed Fire Protection Assessment Rates for Fiscal Year beginning October 1, 2021. No one asked to be heard regarding the**

**Proposed Fire Protection Assessment Rates for Fiscal Year beginning October 1, 2021, therefore Mayor Witt closed the public hearing.**

5. City Council Resolution No. 2021-129 - A resolution of the City Council of the City of Lake City, Florida, constituting the FY2021-2022 Annual Fire Assessment Resolution, relating to the provision of fire protection services, facilities and programs in the City of Lake City, Florida; reimposing fire protection assessments against assessed property located within the City of Lake City for the fiscal year beginning October 1, 2021; approving the rates of assessment; approving the final assessment roll; confirming and supplementing the 2021 preliminary rate resolution; providing for severability; and providing an effective date.

**Mr. Greene made a motion to adopt City Council Resolution No. 2021-129, constituting the FY2021-2022 Annual Fire Assessment Resolution, relating to the provision of fire protection services, facilities and programs in the City of Lake City, Florida; reimposing fire protection assessments against assessed property located within the City of Lake City for the fiscal year beginning October 1, 2021; approving the rates of assessment; approving the final assessment roll; confirming and supplementing the 2021 preliminary rate resolution. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

**At this time Mayor Witt opened a public hearing to accept input from all interested parties relative to the discussion, consideration, and tentative approval of the City's 2021-2022 proposed millage rate and operating budget. Mayor Witt stated the City was offering the opportunity to all in attendance to speak in regard to the budget and ask that all speakers identify themselves by name and address. Mayor Witt stated the Finance Director would provide a summary of the budget process and address those items essential to compliance with the State of Florida Truth In Millage (TRIM) requirements.**

Finance Director Donna Duncan reported the City Council proposes a tentative millage rate of 4.9000 mills and tentative capital and operating budget of \$60,625,247 for fiscal year 2021-2022. She stated Council action tonight constitutes the "tentative" budget hearing as required by state TRIM criteria and was announced to the General Public by TRIM notices mailed by the Columbia County Property Appraiser on August 13, 2021. Ms. Duncan reported during this hearing, the following agenda will be addressed:

- The Council will discuss the 2021-2022 millage and operating budget and allow citizen input as appropriate.
- The Council will direct announcement of the tentative millage rate proposed for adoption and of any increase, decrease, or no change.
- The City Attorney will read, by title, Millage Resolution No. 2021-130.
- The Council will adopt Millage Resolution No. 2021-130 on first reading.

- The City Attorney will read, by title, Budget Resolution No. 2021-131.
- The Council will adopt Budget Resolution No. 2021-131 on first reading.

**Mayor Witt declared the “Tentative Budget Hearing” open for discussion for public input followed by discussion by the City Council.**

#### PUBLIC COMMENT

Glenel Bowden stated it was a disservice to not have public input and public comment at the Budget Workshop. He felt the police department was overfunded and that a large percentage of police officers do not live in Lake City.

Vanessa George stated there should not be raises across the board. She stated Donna Duncan and Paul Dyal were valuable employees.

Sylvester Warren stated the millage rate was not clearly communicated to the Interim City Manager. He spoke against not having public comments at the Budget Workshop.

Shawn Holmgren spoke about raises and increases proposed in the budget.

**Mayor Witt asked if there were any comments of Council. Hearing none the Mayor closed the public hearing.**

Mayor Witt asked the Finance Director to state for the record 1) the taxing authority, 2) the proposed millage rate to be adopted, 3) the rolled-back millage rate, and 4) any change the tentative millage rate represents to the current year’s millage.

Finance Director Donna Duncan stated the City Council of the City of Lake City, as Taxing Authority, proposed a tentative tax on all property located within the City of Lake City, Florida, at the rate of 4.9000 mills for the fiscal year 2021-2022 operating budget. The current year proposed operating millage rate is a 0.51% decrease from the 4.9253 rolled-back millage rate as defined by Florida Statutes and represents no change from the previous year’s millage rate of 4.9000 mills.

6. City Council Resolution No. 2021-130 - A resolution of the City Council of the City of Lake City, Florida, adopting a millage rate for the levy of ad valorem taxes for the City for fiscal year 2021-2022; and providing an effective date. **Mr. Greene made a motion to adopt City Council Resolution No. 2021-130, adopting a millage rate of 4.900 for the levy of ad valorem taxes for the City for the fiscal year 2021-2022. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

7. City Council Resolution No. 2021-131 - A resolution of the City Council of the City of Lake City, Florida, adopting the budget for fiscal year 2021-2022; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-131, adopting the budget for fiscal year 2021-2022. Mr. Greene seconded the motion. A roll call vote was taken and the motion carried.**

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

**Mayor Witt asked if anyone wanted to be heard regarding the budget for fiscal year 2021-2022. No one asked to be heard therefore Mayor Witt closed the public hearing.**

#### PERSONS WISHING TO ADDRESS COUNCIL

Sylvester Warren addressed Council and handed out copies of ethics complaints he has filed on Mr. Greene, Mayor Witt, and Mr. Jefferson.

Glenel Bowden addressed Council and encouraged the Mayor to read his email.

Kelton Ficklin Jr. addressed Council and stated to honor the Fire Chief everyone should wear a mask.

#### OLD BUSINESS

##### Other Items

8. Discussion and Possible Action - Fire Pension Board Appointee

Finance Director Donna Duncan addressed Council and reported there also needs to be an appointee for the General Employee Pension Board.

9. Discussion and Possible Action - On May 3, 2021 City Council Ordinance No. 2021-2189 was passed and adopted relating to the establishment of a temporary moratorium for 180 days related to the issuance of new business tax receipts that are related to activities that include electronic simulated gaming promotion or electronic sweepstakes and excepting renewals of existing business tax receipts. The temporary moratorium is set to expire on October 30, 2021.

No action taken on City Council Ordinance No. 2021-2189. Members concurred there is more information needed from the Police Department, Fire Department, and the County level prior to making a determination.

#### NEW BUSINESS

##### Ordinances



10. City Council Ordinance No. 2021-2200 (first reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z-21-06, by the property owner of said acreage; providing for rezoning from Residential, Single-Family-2 (RSF-2) to Commercial, Neighborhood (CN) 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 ordinance was pulled from the agenda.**

11. City Council Ordinance No. 2021-2202 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 104, entitled vegetation of the City Code of ordinances; providing for repeal of Section 40, titled creation of City Tree Board; appointment of members; terms of the City Code in its entirety; providing for severability; providing for codification; and providing for an effective date.

**This ordinance was pulled from the agenda.**

12. City Council Ordinance No. 2021-2204 (first reading) - An ordinance of the City of Lake City, Florida, amending the code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers Retirement Fund; providing for the addition of a Section 70-106; providing for a share account (defined contribution component); providing for severability; providing for conflicts; providing for codification; and providing for an effective date. **Mr. Greene made a motion to adopt City Council Ordinance No. 2021-2204, amending the code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers Retirement Fund; providing for the addition of a Section 70-106, and providing for a share account (defined contribution component). Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

#### Resolutions

13. City Council Resolution No. 2021-128 - A resolution of the City Council of the City of Lake City, Florida, authorizing execution of the Edward Byrne Memorial Justice Assistance Grant with the United States of America, Department of Justice, through the Florida Department of Law Enforcement; providing for the receipt of \$38,642.00; providing for the procurement of patrol rifles for the replacement of the current weapons in use; providing for the return of the current weapons to the federal grantor; providing for the receipt of a grant award of

\$38,642.00; providing for conflicts; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-128, authorizing execution of the Edward Byrne Memorial Justice Assistance Grant with the United States of America, Department of Justice, through the Florida Department of Law Enforcement; providing for the receipt of \$38,642.00; providing for the procurement of patrol rifles for the replacement of the current weapons in use; providing for the return of the current weapons to the federal grantor, and providing for the receipt of a grant award of \$38,642.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

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

14. City Council Resolution No. 2021-133 - A resolution of the City Council of the City of Lake City, Florida, ratifying the execution of the Airport Rescue Grant Agreement with the United States of America, Federal Aviation Administration; providing for the receipt of a grant award of \$59,000.00 through the American Rescue Plan Act; providing for the reimbursement of operational expenses or debt service payments in accordance with the limitation prescribed in the act; providing for conflicts; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-133, ratifying the execution of the Airport Rescue Grant Agreement with the United States of America, Federal Aviation Administration; providing for the receipt of a grant award of \$59,000.00 through the American Rescue Plan Act, and providing for the reimbursement of operational expenses or debt service payments in accordance with the limitation prescribed in the act. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

15. City Council Resolution No. 2021-135 - A resolution of the City Council of the City of Lake City, Florida, rescinding an award of a project related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility, and awarding the project to DMC Construction, LLC; providing for a contract price not to exceed \$30,097.50; providing for the execution of the contract; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-135, rescinding an award of a project related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility, and awarding the project to DMC Construction, LLC;**

providing for a contract price not to exceed \$30,097.50, and providing for the execution of the contract. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

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

## DEPARTMENTAL ADMINISTRATION

### Other Items

16. Discussion and Possible Action - Request from Florida Gateway College District Board of Trustees to have a joint meeting among the Lake City Council, the Columbia County Commissioners, and representative of Florida Gateway College to discuss items impacting the college and the Florida Gateway Airport. Per the letter dated August 23, 2021 from Marlin Feagle, the meeting has been scheduled for Tuesday, September 21, 2021, at 6:00 P.M. in Room 102 at the Wilson Rivers Library. The meeting will be publicly noticed and masks and social distancing will be encouraged. The public will be encouraged to attend but no formal action will be taken at the meeting. **Mr. Sampson made a motion to meet with the Columbia County Commissioners on September 21, 2021 at 6PM in room 102 at Wilson Rivers Library, in conjunction with Florida Gateway College. Mr. Greene seconded the motion. A roll call vote was taken and the motion carried.**

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

17. Discussion and Possible Action - Complaint by Officer on Interim City Manager

Mr. Sampson inquired when the last time this has happened with a City Manager position.

Mr. Jefferson felt this should be handled with an outside agency, to which Mayor Witt agreed.

Mr. Sampson asked the City Attorney if the complaint was amended.

Mr. Koberlein explained the timeline surrounding the complaint once he was notified and recommended outside counsel, even though the Council could perform the investigation.

Mr. Hill suggested hearing Item #18 first.

Mr. Greene stated he agreed with hiring outside legal counsel.

**Mr. Greene made a motion to hire outside legal counsel to investigate the complaint and to go with the outside legal counsel that was referenced earlier for Mr. Johnson's investigation, Allen, Norton & Blue. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Greene</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Nay</b>
<b>Mr. Sampson</b>	<b>Nay</b>
<b>Mayor Witt</b>	<b>Aye</b>

18. Discussion and Evaluation and Possible Action - Evaluation of Interim City Manager

PUBLIC COMMENT: Unknown speaker, addressed Council and asked how Item 18 could be taken care of if there was not an outcome for Item 17 yet.

PUBLIC COMMENT: Eddie Allen addressed Council and spoke on Item #17, he encouraged members to do the right thing.

PUBLIC COMMENT: Glenel Bowden addressed Council and stated he was concerned with the element to uproot Mrs. Fields from her Interim City Manager position.

PUBLIC COMMENT: Sylvester Warren addressed Council and spoke about previous evaluations of the City Manager.

Mayor Witt stated Mrs. Fields resume and application conflicts with one another. There was no background check performed, and it needed to be looked into properly.

Mr. Sampson stated this was all "fake news."

Mrs. Fields read from a script, explaining her side and what she has accomplished thus far.

Utility Director Paul Dyal spoke in support of Mrs. Fields, and stated he would quit if she was terminated.

Water Plant Director Mike Osborne spoke in support of Mrs. Fields.

Finance Director Donna Duncan spoke in support of Mrs. Fields.

Growth Management Director Dave Young spoke in support of Mrs. Fields.

Natural Gas Director Steve Brown spoke in support of Mrs. Fields.

PUBLIC COMMENT: Commissioner Ron William Sr. spoke in favor of Mrs. Fields.

PUBLIC COMMENT: Anthony Newton addressed Council and suggested tabling Item #18 until the Council can review Item #17, or for the Council to meet with Mrs. Fields weekly. He asked that Council slow down, and do not move fast.

PUBLIC COMMENT: Bea Coker addressed Council and went over the handout she presented. She stated the City Charter was violated when Mr. Sampson was allowed to make a motion to make Mrs. Fields Interim City Manager without proper steps for vetting the position.

Mr. Sampson asked the City Attorney if the term of the previous City Manager violated the Charter, to which Mr. Koberlein responded, no.

PUBLIC COMMENT: Vanessa George addressed Council and stated that the previous City Manager should have performed a background check on Mrs. Fields when she was hired as the HR Director.

PUBLIC COMMENT: Sylvester Warren addressed Council and asked Mayor Witt to remove this item from the agenda.

PUBLIC COMMENT: Stew Lilker addressed Council regarding SB50. He stated there is no information on an Interim City Manager position in the City Charter and this item needed to be tabled.

PUBLIC COMMENT: Shawn Holmgren addressed Council and suggested a proper vetting of Interim City Manager Ami Mitchell Fields.

Mr. Jefferson stated he disagreed with Mrs. Fields when she stated she met with him, she did not, and with the issue of multiple complaints from employees and the community, he stated he would not present unverified concerns. In regard to the application issue and the pre-employment background, he supports having this done.

Mrs. Fields clarified for Mr. Jefferson she was speaking of meeting with Council to review the complaints.

Mr. Sampson asked what the status was on the search for a City Manager.

Mr. Koberlein reported the contract was just sent in last week.

Mr. Sampson mentioned the Snocap project and how there has been a transformative change since Mrs. Fields has taken the position.

PUBLIC COMMENT: Commissioner Ron Williams also mentioned the Snocap project and the great job Mrs. Fields was doing.

PUBLIC COMMENT: County Manager David Kraus stated he would like to continue to work together and there was a very good working relationship between the City and the County.

Mr. Hill stated he felt Mrs. Fields was doing a great job, their meeting at the Airport went great.

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 9:03 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, MMC City Clerk

**File Attachments for Item:**

5. Permit application from the Lake City-Columbia County Chamber of Commerce to hold the Gateway City Craft Beer and Wine Festival on Saturday, October 23, 2021, from 8:00 AM until 8:00 PM at Darby Pavilion and Wilson Park. All supporting documents including the certificate of insurance have been provided.

6 officers

City of Lake City	
<input checked="" type="checkbox"/> Darby Pavilion	<input checked="" type="checkbox"/> Special Events
Application	

Applicant Information			
Organization/Applicant Name:			
What is Event For?: Gateway City Craft Beer & Wine Festival			
Contact Name: Joey Offern		Phone: 386-752-3690	
Address: 1102 S. Marion Ave			
City: Lake City	State: FL	ZIP Code: 32025	
Email:			
Facility/Park Requested: Darby Pavilion & Wilson Park		Date Of The Event: 10/23/21	Time Requested: 8:00am - 9:00pm
Estimated Attendance: 2000			

Darby Pavilion Only			
Alcohol: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Set Up Time: 8:00am	Event Time: 10am - 11am	Clean Up Time:

Parade Information	
Line Up Place and Time: N/A	Inclement Weather Date: N/A
Anticipated number of vehicles to be used in the parade: N/A	Parade Start Time: N/A
Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)	
N/A	

Event Information			
Will you be collecting admissions/donations of any type at this event?: Yes			
Will any items be sold at this event (including food)? Yes		What kind?:	
Are you having other vendors participate in this event?: Yes		Please list: Food, beer, cigars, crappers	
Is this event open to the public?: Yes	What Activities are planned?: Music, beer & wine tasting	Will tents be used?: Yes	
Will bounce houses be used?: No		Will you be serving food?: No, food trucks	

RECEIVED  
AUG 25 2021  
OFFICE OF THE CHIEF

6 x 35



### Services Requested (Fees Apply)

Security/Crowd Control Requested?: *yes*

Clean Up Requested?: *yes*

Will you need access to electricity?: If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested?: If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route;

*Hernando - from Franklin to Hamilton*  
*Desoto Cir - from Methodist to Hamilton*

**\*\*Please note clean up, electric, and police presence is an additional fee\*\***

### Organization Information

Type of Organization (please circle one): Not for Profit (must provide 501c3 letter) For Profit Individual

Federal ID#: *59-0323804*

Tax Exempt #: *Attached*

### Fee Schedule

Young's Park: \$60.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

**OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES**

**OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER**

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

**Rental Guidelines on the above Parks: \*NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, \*No vehicles allowed in the park, \*No tents, poles or signs allowed in the grass area of the parks, \*No nails or tape on the gazebo, \*All Trash Cans must be emptied by the organizer.**

**Wilson Park Only**  
**828 NE Lake Desoto Circle**  
**Hours of operation 9am-11pm**

Darby Pavillion Only: \$100 daily fee - Includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".






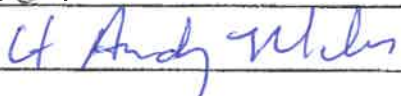
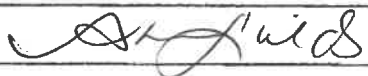

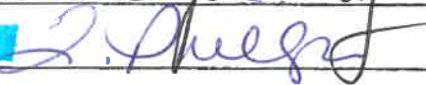
**THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS**  
**ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS**

Fire Pit Water Features: includes wood and City Staff to light ☐ 10 lighted pits \$200.00 ☐ 20 lighted pits \$300.00

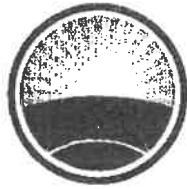
Electrician: CITY OF LAKE CITY PERSONNEL ONLY ☐ over 110 volts breaker fee \$25.00 per breaker Number Needed?

**Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.**

Staff Use Only

<p>Approved (All signatures required for approval)</p>	<p>Deposit Amount:</p> <p>Date Due: </p>	<p>Map Attached: D.O.T. Approval:</p> <p>Proof of Insurance:</p>
<p>Denied</p>	<p>Electricity Needed:</p> <p>Electricity Charge:</p>	<p>Road Closures:</p> <p>Parking Lot Closures:</p>
<p>Rental Fee: </p>	<p>Total Received: </p>	<p>Deposit Returned:</p> <p>Date: Amount:</p>
<p>Applicant Signature: </p>		<p>Date: 8/5/21</p>
<p>Department Approval</p>		
<p>Public Works Official: </p>		<p>Date: 8/15/21</p>
<p>Police Department Official: </p>		<p>Date: 8/25/21</p>
<p>DOT Release (if applicable)</p>		<p>Date:</p>
<p>City Manager: </p>		<p>Date: 9/7/21</p>
<p>City Council:</p>		<p>Date:</p>
<p>CRA Official: </p>		<p>Date: 09/07/21</p>
<p>Recreation Department Official: </p>		<p>Date: 8/18/21</p>

spoke w/Joey 9/2/21  
6 officers  
11a-4p



# CHAMBER *of* COMMERCE

LAKE CITY • COLUMBIA COUNTY

**Chamber Builders:**

Anderson Columbia  
Co., Inc.

Carlisle Construction

City of Lake City

Columbia County

Do It Yourself  
Lettering, Inc

Florida Power and  
Light

First Federal Bank

Florida Gateway  
College

Lake City Hotels

Lake City Medical  
Center

Meridian Behavioral  
Healthcare, Inc.

Millennium Bank

North Florida Mega  
Industrial Park

Nutrien

Odom, Moses &  
Company/  
Raymond James

S & S Food Stores

VyStar Credit Union

August 10, 2021

Honorable Mayor Witt  
City of Lake City  
205 North Main Ave  
Lake City, FL 32055

Mayor Witt,

The Lake City – Columbia County Chamber of Commerce is requesting permission for the use of Wilson Park and the sounding areas for the 2021 Gateway Craft Beer & Wine Festival. As we bring back this event in 2021, following a postponement in 2020, we look forward to continually growing this event to not only become a staple of downtown Lake City but as well as North Florida.

This event is expected to host over 80 different craft beers and wines from our region, live entertainment and local makers. We appreciate the continued support from the City of Lake City to help ensure this event is offered to our citizens.

Sincerely,

Joey O'Hern, Director of Business Development & Marketing  
Lake City – Columbia County Chamber of Commerce



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Wheeler Agency 622 SW Main Blvd  Lake City FL 32025-5708		<b>CONTACT NAME:</b> John Wheeler <b>PHONE (A/C, No, Ext):</b> (386) 752-8660 <b>E-MAIL ADDRESS:</b> john@thewheeleragency.com <b>FAX (A/C, No):</b> (386) 752-9802
<b>INSURED</b> Lake City-Columbia Co Chamber Of Commerce 162 S Marion Ave  Lake City FL 32025		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> LIBERTY MUTUAL - WEST AMERICAN NAIC # 44393 <b>INSURER B:</b> LIBERTY MUTUAL - OHIO SECURITY 24082 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:		BZW58179191	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 15,000				
		PERSONAL & ADV INJURY \$				
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/OP AGG \$ 2,000,000
						Liquor Liability \$ 1,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	XWS58179191	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				

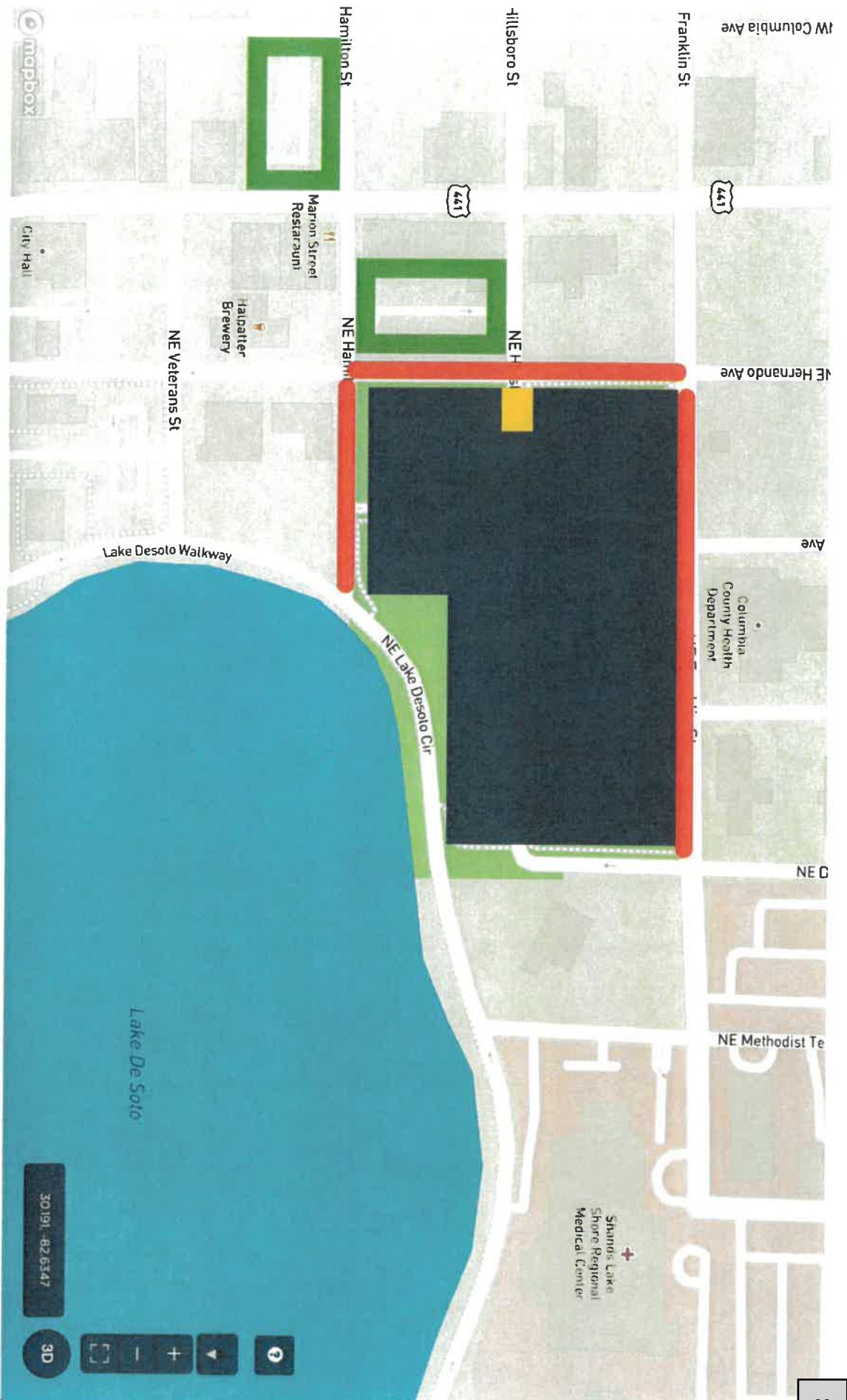
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WHEN SUCH STATUS IS REQUIRED BY WRITTEN AGREEMENT WITH NAME INSURED.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF LAKE CITY 205 N MARION AVE  LAKE CITY FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **LEGEND** **ROAD CLOSURES** **EVENT SPACE** **TICKETING** **PARKING**



**File Attachments for Item:**

6. City Council Resolution No. 2021-130 - A resolution of the City Council of the City of Lake City, Florida, adopting a millage rate for the levy of ad valorem taxes for the City for fiscal year 2021-2022; and providing an effective date.

Passed on first hearing 09/07/2021

**CITY COUNCIL RESOLUTION NO. 2021-130**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING A MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR THE CITY FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, it is necessary that the millage rate for taxes to be levied on property located within the City of Lake City, Florida (hereinafter the "City"), be set by the City Council of the City; and

**WHEREAS**, Notices have been published as required by law concerning setting and adopting a millage rate by the City for the fiscal year 2021-2022; and

**WHEREAS**, the City Council finds it is necessary that a rate of 4.9000 mills be levied against property within the City.

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

**Section 1.** The above recitals are all true and accurate and are hereby incorporated in this resolution.

**Section 2.** There shall be levied a tax on all property located within the City of Lake City, Florida at the rate of 4.9000 mills for the fiscal year 2021-2022; and

**Section 3.** The rate of 4.9000 mills represents a 0.51% decrease over the rollback rate of 4.9253 mills as defined by Florida Statutes.

*[The remainder of the page has been left blank intentionally.]*



**Section 4.** The final millage rate of 4.9000 mills for the General Fund is for the fiscal year 2021-2022 to fund the expenses for the fiscal year commencing October 1, 2021 and ending September 30, 2022.

**PASSED** upon first reading this \_\_\_\_ day of September 2021.

**PASSED AND ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



**File Attachments for Item:**

7. City Council Resolution No. 2021-131 - A resolution of the City Council of the City of Lake City, Florida, adopting the budget for fiscal year 2021-2022; and providing for an effective date.

Passed on first hearing 09/07/2021

**CITY COUNCIL RESOLUTION NO. 2021-131**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, section 166.241, Florida Statutes, mandates that the City of Lake City, Florida, (hereinafter the "City"), adopt a budget for the fiscal year 2021-2022, and

**WHEREAS**, it is necessary that appropriations be made for said fiscal year as shown by the budget summary, attached hereto as "Exhibit A", which shall be incorporated herein and made a part hereof; and

**WHEREAS**, Section 166.241(2), Florida Statutes, requires the City make appropriations for all expenditures and that appropriations not exceed revenues; and

**WHEREAS**, a millage of 5.2209 mills was tentatively approved by City Council at a public hearing held on July 19, 2021; and

**WHEREAS**, at the public hearing, on July 19, 2021, it was announced that the proposed millage rate was to be 5.2209 mills and the rollback rate was 4.9253 mills; and

**WHEREAS**, any required Notices reflect the rate of 5.2209 mills which represents a 6.00% increase over the rollback rate of 4.9253 mills, and

**WHEREAS**, City Council action during its budget workshop on August 17, 2021 decreased the proposed millage rate of 5.2209 mills to 4.9000 mills, which is a .51% decrease over the roll back rate of 4.9253 mills, and

**WHEREAS**, the City Council has adopted a millage rate and the required budget summary was publicly noticed on September 16, 2021.

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

**Section 1.** The above recitals are all true and accurate and are hereby incorporated in this resolution.

**Section 2.** The appropriations as shown in "Exhibit A", are hereby adopted and appropriated for the fiscal year 2021-2022, effective October 1, 2021.

**Section 3.** All of the items shown as appropriations and anticipated revenues in “Exhibit A” are hereby appropriated for use during fiscal year 2021-2022 and all of said figures are confirmed by this resolution, subject to a final hearing on this subject.

**Section 4.** The subject of this resolution shall be published at least two (2) days prior to its final adoption.

**PASSED** upon first reading this \_\_\_\_ day of September 2021.

**PASSED AND ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**EXHIBIT A**

**Budget Summary  
City of Lake City  
Fiscal Year 2021-2022**

**THE PROPOSED BUDGET EXPENDITURES OF THE CITY  
OF LAKE CITY ARE 6.3% GREATER THAN LAST YEAR'S  
TOTAL OPERATING EXPENDITURES.**

**PROPOSED MILLAGE – 4.9000 MILLS**

**PROJECTED REVENUES - UNRESTRICTED**

Ad Valorem Taxes	\$	4,025,180	
General Fund		13,461,543	
Gas Fund		4,639,531	
Water/Sewer Fund		16,716,992	
Total Unrestricted Funds			\$ 38,843,246

**PROJECTED REVENUES - RESTRICTED**

Debt Service	\$	844,440	
Community Redevelopment Agency		531,689	
Fire Special Assessment		2,817,583	
Airport Fund		1,671,887	
Impact Fee Trust Fund		1,691,488	
Water Sewer Construction		8,439,424	
Sales Tax Bond Fund		4,432,084	
Airport Construction		1,353,406	
Total Restricted Funds			<u>\$ 21,782,001</u>

**TOTAL PROJECTED REVENUES AND OTHER  
FINANCING SOURCES**

**\$ 60,625,247**

**PROJECTED EXPENDITURES/EXPENSES – UNRESTRICTED****GENERAL FUND**

General Government	\$	6,848,281	
Public Safety		5,964,552	
Health & Welfare		218,500	
Transportation		3,893,390	
Physical Environment		512,000	
Culture & Recreation		50,000	
			<u>50,000</u>

<b>TOTAL PROJECTED GENERAL FUND EXPENDITURES</b>	<b>\$ 17,486,723</b>
<b>ENTERPRISE FUNDS</b>	
Gas	\$ 4,639,531
Water/Sewer	<u>16,716,992</u>
<b>TOTAL PROJECTED ENTERPRISE FUNDS EXPENSES</b>	<b>\$ 38,843,246</b>
<b>PROJECTED EXPENDITURES – RESTRICTED</b>	
Debt Service	\$ 844,440
Community Redevelopment Agency	531,689
Fire Special Assessment	2,817,583
Airport Fund	1,671,887
Impact Fee Trust Fund	1,691,488
Water Sewer Construction	8,439,424
Sales Tax Bond Fund	4,432,084
Airport Construction	<u>1,353,406</u>
<b>TOTAL PROJECTED RESTRICTED FUNDS EXPENDITURES</b>	<b>\$ <u>21,782,001</u></b>
<b>TOTAL PROJECTED EXPENDITURES/EXPENSES - All funds</b>	<b>\$ <u>60,625,247</u></b>

**File Attachments for Item:**

8. City Council Ordinance No. 2021-2204 (final reading) - An ordinance of the City of Lake City, Florida, amending the code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers Retirement Fund; providing for the addition of a Section 70-106; providing for a share account (defined contribution component); providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading on 9/07/2021

## **ORDINANCE NO. 2021-2204**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA, CHAPTER 70, ARTICLE IV, POLICE OFFICERS RETIREMENT FUND; PROVIDING FOR THE ADDITION OF A SECTION 70-106; PROVIDING FOR A SHARE ACCOUNT (DEFINED CONTRIBUTION COMPONENT); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City has created a Police Officers' Pension Plan; and

**WHEREAS**, Section 185.35(6), Florida Statutes, provides that with respect to Police Officers' Pension Plans, "In addition to the defined benefit component of the local law plan, each plan sponsor must have a defined contribution plan component within the local law plan . . ."; and

**WHEREAS**, the City of Lake City Municipal Police Officers Retirement Fund has prepared this ordinance to implement the changes required by the Florida Statutes and establish a means to distribute the initial allocation; and

**WHEREAS**, the City Council of Lake City finds that the provisions of this Ordinance are in the best interests of the health, safety and welfare of the citizens and others within Lake City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

**Section 1.** Findings of Fact. The foregoing recital clauses are hereby adopted as findings of fact.

**Section 2.** Amended Code Language. Chapter 70 of the City of Lake City Code of Ordinances shall be amended by adding a new section (70-106) which shall read as follows:

### **Section 70-106. Share Account (Defined Contribution Component).**

- (a) Pursuant to the requirements of Florida Statutes 185.35(6), a defined contribution plan component is established in addition to the defined benefit component of this local law Plan. This defined contribution component is not funded for Police Officers after the initial allocation provided for below. If the plan is funded, the Board of Trustees has the authority to adopt rules regarding the operation of the defined

contribution component of this local law plan.

(b) Initial Allocation of 185 State Monies Reserve as of October 1, 2019

- (1) The accumulated unused 185 reserve money as of October 1, 2019 (\$10,333.56) is divided among the active Members as of October 1, 2019 based on the ratio that a Member's years of credited service as of that date bears to the total number of years of credited service of all of the Members employed on October 1, 2019.
- (2) The share account balances will be credited quarterly with earnings and losses based on the net earnings of the Fund as a whole with the first allocation of earnings and losses as of December 31, 2019.
  - (i) "Net earnings" means the market return of the Fund less management fees and commissions.
  - (ii) Earnings and losses will be credited quarterly but statements will be produced annually and provided to the Members with the annual defined benefit statements.
  - (iii) If a Member retires other than at the end of a quarter, the Share Account balance will be the balance as of the end of the previous quarter.
    - (a) Last quarter earnings when quarter earnings are positive. Members who retire at the end of the quarter will be distributed the balance in the account as of the previous quarter and any positive earnings will be paid when the balance earnings are determined, usually six to eight weeks from the end of the quarter.
    - (b) Last quarter earnings when quarter earnings are negative. Members who retire at the end of the quarter will be distributed the balance in the account as of the previous quarter with a 15% holdback. The quarter losses will be deducted and any remaining balance paid when the balance earnings are determined, usually six to eight weeks from the end of the quarter.
- (3) Any member who terminates without vesting in a benefit will forfeit the share account allocation which will be redistributed the October 1 following the date of termination to all active Members employed on that October 1. The redistribution will be allocated based on the ratio set forth in b(1), above.
- (4) The individual Member balances must be distributed upon the Member's eligibility for and actual receipt of a pension from this



Plan. Provided the balance is more than \$200.00 it is eligible to be rolled over to another qualified retirement account.

**Section 3.** It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

**Section 4.** If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

**Section 5.** All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

**Section 6.** This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND ADOPTED** on the second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

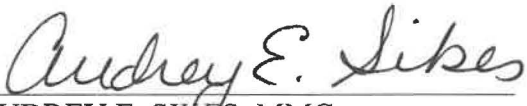
**Ordinance Number: 2021-2204**  
**Passed on first reading on September 7, 2021**

**Record of Vote on First Reading**

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

**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

September 3, 2021

VIA EMAIL

Christine Batten, Administrator  
City of Lake City  
Police Officers' Pension Board  
476 NW Zack Drive  
Lake City, FL 32055

Re: City of Lake City Municipal Police Officers' Pension Trust Fund

Dear Chris:

In response to an email from Bonni Jensen dated August 27, 2021, we have reviewed the proposed Ordinance adding a new Section 70-106, Share Account. This ordinance effectively re-allocates the \$10,333.56 Excess State Monies Reserve that we had been reserving for future benefit improvements for the Police Officers into this Share Plan for the Police Officers.

This shift in the designation of the assets does not affect the liabilities because it is still allocated to the Police Officers and not the City. Therefore, we have determined that adoption of the proposed ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman  
Bureau of Local Retirement Systems  
Division of Retirement  
P. O. Box 9000  
Tallahassee, FL 32315-9000

Mr. Steve Bardin  
Municipal Police and Fire  
Pension Trust Funds  
Division of Retirement  
P.O. Box 3010  
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Patrick T. Donlan, ASA, EA, MAAA

cc via email: Bonni Jensen, Plan Attorney  
cc via email: Audrey Sikes, City Clerk  
cc via email: Fred Koberlein, City Attorney

**File Attachments for Item:**

10. City Council Ordinance No. 2021-2202 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 104, entitled vegetation of the City Code of ordinances; providing for repeal of Section 40, titled creation of City Tree Board; appointment of members; terms of the City Code in its entirety; providing for severability; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2021-2202 on first reading

**ORDINANCE NO. 2021-2202**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 104, ENTITLED VEGETATION OF THE CITY CODE OF ORDINANCES; PROVIDING FOR REPEAL OF SECTION 40, TITLED *CREATION OF CITY TREE BOARD; APPOINTMENT OF MEMBERS; TERMS OF THE CITY CODE IN ITS ENTIRETY*; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lake City, Florida is the governing body in and for the City of Lake City, Florida; and

**WHEREAS**, Section 1-10, Code of the City of Lake City, Florida (hereinafter the "Code"), provides that any alterations to the Code must be made by ordinance; and

**WHEREAS**, after deliberation the City Council finds that it is in the best interests of the citizens of the City of Lake City to amend Chapter 104, entitled Vegetation of the City Code of Ordinances and repealing Section 40, entitled *Creation of City Tree Board; Appointment of Members; Terms*.

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

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

**Section 2.** That Article II of Chapter 104 of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**ARTICLE II. - TREE PROTECTION.**

Sec. 104-31. - Short title.

This article shall be known and may be cited as the "Lake City Tree Ordinance".

Sec. 104-32. - Findings.

The city finds that:

- (1) The protection and preservation of trees on public and private property within the city is not only desirable for aesthetic value, but essential to present and future health, safety and welfare of its citizens;
- (2) Trees provide a setting with a variety of color, unsurpassed in shade and hue;
- (3) Trees absorb a high percentage of carbon dioxide and return oxygen, a vital ingredient to life;
- (4) Trees are a valuable property asset that can affect an area economically; and
- (5) A tree ordinance is necessary in order to promote community welfare through regulating, removal and destruction of trees prior to, during construction and during occupancy; and
- (6) This ordinance and its provisions shall not be construed as conflicting with section 163.045, F.S. (2019).

Sec. 104-33. - Purpose.

It is the policy of the city to save and protect trees growing within the city upon both public and private lands and the city hereby finds and declares that it is in the public interest to regulate the preservation, planting, cutting and removal of trees from either public or private lands. The city recognizes the preemption of the Florida legislature by the enactment of section 163.045, F.S. (2019).

Sec. 104-34. - Definitions.

As used in this article, the following words and terms shall have the following meaning, unless some other meaning is plainly indicated:

*Administrator* shall mean the administrator of the city's land development regulations designated by the city for administration and enforcement of the city's land development regulations.

~~*Board* shall mean the city tree board created, established and appointed by the council pursuant to this article.~~

*Circumference* shall mean the distance around the trunk surface of a tree.

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

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

~~*City landscape supervisor or landscape supervisor* shall mean the designated landscape supervisor duly appointed by the city and employed in~~

~~such capacity jointly with Columbia County in accordance with a joint participation agreement.~~

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

~~*City tree board* shall mean the board created, established, and appointed by the council pursuant to this article.~~

*Drip line* shall mean the ground area surrounding the trunk of a tree that is described by the vertical plane enclosing the outermost branches of the tree.

*Land development regulation administrator* shall mean and is the official designated by the city for the administration and enforcement of the city's land development regulations.

*Notice.* For the purpose of this article shall mean the written notification to land owners or occupants as agent of land owners, for the tree removal or pruning done on private property. Such notice may be accomplished by mail, hand-delivery, or posting on the property.

*Notice of activity* shall mean the written communication to the land development regulation administrator regarding the commencement of certain silviculture activities.

*Nuisance trees* shall mean those trees designated in this article as nuisance trees.

*Owner* shall mean any person or entity who has legal title to or the right to possession of land, including a lease or any other agreement, of any land subject to the provisions of this article.

*Percentage canopy cover* shall mean the tree canopy cover of an area represented as a percentage of the total area.

*Predesign meeting* shall mean a required on-site meeting to be attended by the land development regulation administrator, or his or her designated representative(s), ~~the city landscape supervisor,~~ and the applicant(s) for site and/or development plans for the purpose of complying with all the requirements contained in section 104-~~53~~50 (1)—(3) and section 104-~~57~~54.

*Remove/removal* shall mean actual removal and effective removal through killing, damaging or destroying any regulated tree. Each regulated tree that is removed or effectively destroyed shall constitute a separate violation.

*Restoration plan* shall mean a drawing that shows type, size, number and location of trees and other landscaping material that will be planted on a piece of property by an owner or developer to make up for trees that have been removed without or in violation of tree removal permits.

*Root aeration system* shall mean vertical pipe(s) and /or drain(s) installed at various intervals under tree canopy to allow for the exchange of air and gases.



This procedure is normally used when backfill is added to a location under tree canopy.

*Silviculture* shall mean the planting, care, cultivation and harvesting of forest trees.

*Site development plan* shall mean the proposed improvements scheme provided to the city in order to obtain a building permit.

*Site work* shall mean those construction activities that are done to the ground surface of a construction site for the construction of a structure or that are done in conjunction with the construction of a structure. Site work includes, but is not limited to: changing the grade of the ground surface; excavation; adding earth material fill; compaction; constructing parking lots and driveways; striping or painting directional arrows in parking and driveway areas; constructing sidewalks or walkways; erecting walls or fences; installing utility poles, or running the wires from pole to pole or from a pole to a structure; installing underground utilities, including electric, gas, phone, sewer or water lines; erecting signs; installing trash dumpster pads; and removing trees.

*Topping* shall mean the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

*Tree* shall mean a woody plant that attains a height of at least 20 feet at maturity in a given locality and usually (not always) has but a single self-supporting stem or trunk.

*Tree canopy cover* shall mean the area of the property that contains coverage by any tree(s) and consists of the total crown spreads or drip lines of all existing trees on-site.

*Tree location drawing* shall mean a sketch drawing of a parcel of land showing the approximate location of all regulated trees when it has been determined as a result of the predesign meeting that regulated trees exist on the site. Such required sketch drawing shall be conducted at the applicant's expense.

*Trees, champion* shall mean those trees that have been identified by the Florida Division of Forestry as being the largest of their species within the State of Florida or by the American Forestry Association as the largest of their species in the United States. The current list of champion trees in Lake City is on file in the land development regulation department. A champion tree(s) may be removed only when the county forester has determined that such tree(s) is/are diseased or dying and there is/are no feasible way to save or preserve such tree(s).

*Trees, heritage* shall mean any tree(s) with a circumference as specified in this article, and as measured at a point four and one-half feet above ground level.

*Tree, official* shall mean those trees identified as the "official shade tree" and the "official flowering tree" as set forth in section 104-39 hereof.

*Trees, park* shall mean trees, shrubs, bushes, and all other woody vegetation in publicly named parks, and growing in all areas owned by the city and to which the public has free access as a park.

*Tree plan* shall mean the comprehensive tree plan presented annually to the city council by the ~~city tree board~~ administrator and accepted and approved by resolution of the council.

*Trees, regulated* shall mean and include all living champion trees regardless of size and all other living trees, except pines, which are two feet or more in circumference as measured at a point four and one-half feet above ground level. Regulated trees shall hereinafter be called "tree" or "trees".

*Tree removal permit* or *permit* shall mean the permit issued by the land development regulation administrator for the removal of any regulated tree.

*Trees, replacement* shall mean those species of trees listed in this article which may be replanted for any of the replanting requirements of this article.

*Trees, street* shall mean all trees, shrubs, bushes, and all other woody vegetation located and growing on public lands lying between the property lines on either side of all streets, avenues, alleys, or public ways within the city.

Sec. 104-35. - Scope.

The terms and provisions of this article shall apply to all real property lying within the incorporated limits of the city, including publicly owned lands, rights-of-way and easements, subject to certain exemptions specifically provided for in this article.

Sec. 104-36. - Unlawful activity.

It shall be unlawful for any person to cut or remove any regulated tree from any land within the city without first obtaining a permit to do so from the administrator, except as to the land and trees specifically exempt from the provisions of this article. No land in the city, upon which are located regulated trees, may be cleared, graded, or developed, and no building permit shall be granted for such land without the owner or developer of such land first applying to and receiving from the administrator a tree removal permit, except for the land exempt under the provisions of this article.

Sec. 104-37. - Exemptions.

- (a) All lots and parcels of land zoned for single-family residential use are exempt from the requirements of this article, except that no champion tree shall be cut or removed from any such lot or parcel of land without first obtaining a tree removal permit from the administrator.

- (b) During any period of emergency, such as hurricanes, windstorms, floods, freezes, or other natural disasters, the requirements of this article may be waived for a definitive period of time by the city manager with respect to cutting and removing trees in all areas damaged by such disasters.
- (c) Any tree determined to be in a hazardous or dangerous condition by the land development regulation administrator, ~~or the landscape supervisor~~ so as to endanger the health, safety, and welfare of persons and property and require immediate removal shall be exempt from the requirement of this article and may be cut and removed upon verbal authorization given by the city manager, or in his or her absence, either the assistant city manager, or the administrator, ~~or landscape supervisor~~. The International Association of Arboriculture publication "A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas" shall be used as a guide and reference for determining the condition of a tree.
- (d) *Agricultural lands*. Lands zoned agricultural and qualify for agricultural tax exemption are exempt from the requirements of this article, subject to the following:
  - (1) A tree removal permit shall be required for the removal of heritage trees located within 50 feet of the property boundary line or within 400 feet of a public park.
  - (2) A notice of activity must be submitted to the administrator no less than seven days prior to any cutting and removal of trees or the clearing of the land.
- (e) *Forestry*. All bona fide commercial forestry operations are exempt from the requirements of this article where trees are grown for silvicultural purposes or for intended sale in the course of business. However, owners of commercial forestry operations must submit a notice of activity to the administrator prior to the commencement of any timber harvesting, mechanical site preparation, or land clearing.
- (f) The removal, trimming, pruning or alteration of any tree or vegetation growing within the area of any public or private utility easement or drainage easement or right-of-way is exempt from the provisions of this article, provided such work is done by or under the control of the operating utility company, governmental agency or entity responsible for the maintenance of said facility.
- (g) Nuisance trees are exempt from the terms and provisions of this article.

Sec. 104-38. - Notice of activity.

The notice of activity required by this article shall be filed with and on forms furnished by the administrator and shall include the following information:

- (1) Owner's name;
- (2) Parcel number;
- (3) Parcel acreage;
- (4) Acreage affected;
- (5) Type of activity;
- (6) Vendor name and address;
- (7) Estimated date of commencement of activity.

Sec. 104-39. - Official shade tree and flowering tree.

The official shade tree of the city shall be the Live Oak Tree (*Quercus Virginiana*) and the official flowering tree of the city shall be the Crape Myrtle (*Lagerstromia Indica*).

~~Sec. 104-40. - Creation of city tree board; appointment of members; terms.~~

~~There is hereby established and created the City of Lake City Tree Board, which shall consist of five members appointed by the council. All members of the tree board shall be residents of the city. Members of the board shall be appointed for terms of three years each, except that the term of two of said members appointed to the first board shall be for one year, and the term of two such members of the first board shall be for two years each. Members shall hold office until their successors have been appointed and qualified. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The appointment of members to the board shall be made by resolution adopted by the council. Members of the board shall serve without compensation. The landscape supervisor shall serve as an ex-officio member of the board.~~

Sec. 104-4140. - Duties; responsibilities of the ~~city tree board~~ Administrator.

It shall be the responsibility of the ~~board~~ administrator to study, investigate, counsel, develop and update annually and administer a plan for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in public parks, within the unpaved area of street and road rights-of-way, and all other public areas. Such plan will be presented annually to the city council prior to August 1st of each year, and, upon acceptance and approval by a duly adopted resolution of the council, shall constitute the official comprehensive tree plan for the city and may be implemented and developed by

the ~~board~~ administrator under the direction and assistance of the city manager and city staff. The ~~board administrator~~, when requested by the council, shall consider, investigate, make findings of fact, report and make recommendations upon any matter or question coming within the scope of ~~its~~ their duties.

~~Sec. 104-42. — Operation; review by the city council.~~

~~The board shall choose from among its members its own officers, make its own rules and regulations, and keep a journal of its actions. A majority of the members shall be a quorum for the transaction of business. The city council shall have the right to review the conduct, acts, and decisions of the board. Any citizen of the city or any owner of property within the city may file a written objection to any decision of the board to implement and develop any aspect of the tree plan to the city manager, who may hear the matter and within ten days make a final ruling on the objection.~~

~~Sec. 104-43. — Interference with city tree board.~~

~~It shall be unlawful for any person to prevent, delay, or interfere with the board, or any of its agents, or servants, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any street tree, park tree or regulated tree or trees on private grounds, as authorized in this article.~~

~~Sec. 104-44~~41. - Public tree care.

The city shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all public streets, alleys, avenues, lanes, squares, parks and any other public grounds, as may be necessary to insure public safety or to preserve or exchange the symmetry and beauty of such public grounds. The ~~board~~ city may remove or cause to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric, water and gas lines, or other public improvements, or is affected with any injurious fungus, insect or pest.

~~Sec. 104-45~~42. - Trees in areas of utilities.

Notwithstanding anything to the contrary in any of the provisions of this article, no tree shall be planted where it could, at mature height, conflict with overhead utilities. Large trees shall be planted no closer than a horizontal distance of 30 feet from the nearest overhead conductor. Medium trees shall be offset at least 20 feet from the nearest overhead conductor. Small trees shall require no offset, provided the distance between the overhead conductor and grade is greater than 20 feet. Plantings near underground facilities shall be offset a minimum of five feet from the buried conductor.

Sec. 104-4643. - Spacing of street trees.

The species of street trees to be planted, the spacing of street trees, the distance from curbs/sidewalks, the distance from street corners/fireplugs, and required offset from overhead facilities shall comply with and be governed by the following:

OFFICIAL STREET TREES OF THE CITY OF LAKE CITY

Tree Species to be Planted; Spacing of Street Trees; Distance from Curbs/Sidewalks; Distance from Street Corner/Fireplugs; Required Offset from Overhead Utilities.

Small Trees	Spacing Between Trees:	Distance From Curbs & Sidewalks	Distance From Street Corners & Fireplugs	Required Offset From Overhead Utilities
Dahoon Holly, Hop Hornbread, American Hornbread, Chicksaw Plus, Weeping Yaupon Holly, Ligustrum Tree, Crape Myrtle	30 feet	2 feet	No closer than 20' of any corner, measured from the point nearest intersecting curbs or curblines; no closer than 10' of any fireplug	No offset required, provided the vertical clearance between the overhead conductor and grade is greater than 20 feet

Medium trees	Spacing between trees:	Distance from curbs & sidewalks	Distance from street corners & fireplugs	Required offset from overhead utilities
Florida Maple, Winged Elm, Savannah Holly, Eagleston Holly, Cabbage Palm, Redbud, American Holly, Loblolly Bay, East Palatka Holly, Drake Elm, Bradford Pear, Chinese Pistache	40 feet	3 feet**	No closer than 20' of any corner, measured from the point nearest intersecting curbs or curblines; no closer than 10' of any fireplug	Requires horizontal offset of at least 20 feet from the nearest overhead conductor

Large trees	Spacing between trees:	Distance from curbs & sidewalks	Distance from street corners & fireplugs	Required offset from overhead utilities
Bald Cypress, Winged Elm, Hackberry, Live Oak, Shumard Oak, Green Ash, Tulip Poplar, Southern Magnolia, Canary Island Date Palm, Allee Elm	50 feet*	4 feet**	No closer than 20' of any corner, measured from the point nearest intersecting curbs or curb lines; no closer than 10' of any fireplug	Requires horizontal offset of at least 30 feet from the nearest overhead conductor

\* Except in special plantings designed or approved by a landscape architect of the ~~landscape supervisor~~ administrator.

\*\* Requires chemically treated "bio-barrier" that is placed around the tree in a treated "pit" or alongside the hard scape.

Adjacent property owner(s), may on land(s) owned by the adjacent property owner(s), plant any street tree(s), providing that the selection, location and plating of said street tree(s) is/are in compliance with all of the requirements as specified herein.

Sec. 104-4744. - Tree topping; pruning corner clearance; right of city to prune on private property.

It shall be unlawful, as a normal practice, for any person, firm, or city department, to cut, remove, or top any street or park tree or other regulated tree(s) on public property. However, trees severely damaged by storms or other causes, or trees under utility wires which need to be cut, removed, topped, or pruned for safety purposes, where other pruning practices are impractical, may be exempt from the provisions of this article by the administrator or city manager. Every owner of any tree overhanging any street right-of-way within the city shall prune the branches so that such branches shall not obstruct the light from any street lamp or obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the sidewalk. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs which constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of any traffic control device or signs at intersections of streets.

Sec. 104-4845. - Dead or diseased tree removal on private property.

The city shall have the right to cause the removal of any dead or diseased tree(s) on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the city. The owner of the land upon which such dead or diseased trees are standing or located shall be notified in writing by the administrator to remove such trees and the removal shall be done by said owners at the owners expense within 30 days after the date of service of such notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal to the owner(s) of the property.



Sec. 104-~~49~~46. - Pruning or removal of trees by public agencies and utilities.

All public agencies and utilities shall comply with the permitting requirements of this article prior to commencing any pruning or removal of any regulated tree(s). All public utilities, governmental agencies and their subcontractors shall comply with the National Arborist Association Standards for Pruning of Shade Trees when pruning regulated trees on public or private property. Unless waived in writing by owner, notice shall be provided to landowners at least one week in advance of removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public are not subject to this section.

Sec. 104-~~50~~47. - Application for and tree removal permit process.

- (a) Any person wishing to obtain a tree removal permit shall make application to the administrator on forms provided by the city. No permits will be issued for the removal of champion trees, except as provided for in section 104-34.
- (b) The administrator ~~and the landscape supervisor~~, utilizing such technical assistance as may be required, shall review all applications for tree removal and determine from among other considerations what effect the removal will have upon the drainage, topography, natural resources, ecology of the area, public safety and welfare, aesthetic value, and the reasonable use of the site for development and shall consider these factors in granting or denying said permit application.
- (c) The city may grant the tree removal permit if it finds one or more of the following conditions are met:
  - (1) That the tree is an immediate safety hazard, either to persons who reasonably may be physically harmed by the tree, or to domestic animals, buildings, or other construction, or motor, bicycle, or pedestrian traffic.
  - (2) That the tree is infected with an infestation of harmful insects or fungi that are not generally present on other trees of the species and may reasonably be expected to spread to other trees not so infected.
  - (3) That the tree, by its location, prevents reasonable use or development of the site, and that no other reasonable or economical alternatives to such use or development is possible.
  - (4) That the tree, by the normal growth of its branches or roots, is causing progressive damage to buildings, structures, or other more desirable trees and that no reasonable correction or prevention is available other than the tree's removal.

- (d) As an additional condition of the granting of a permit, the applicant may be required to enter into a restoration plan to replace the removed trees with other trees, shrubs, or plants to be planted elsewhere on the site. As part of a restoration plan, replacement trees may be required, if reasonably practicable and economically feasible, on a more than one-for-one basis if the replacement trees are smaller than the tree or trees being removed. Replacement trees may be selected from trees, which include, but not limited to, the following named species:

Live Oak

Laurel Oak

Shumard Oak

Magnolia

Allee Elm

Drake Elm

American Holly or similar cultivars

Sweet Gum

Red Maple

Florida Maple

Winged Elm

Green Ash

Foster's Holly or similar cultivars

- (e) The administrator shall, within seven working days of the filing of an application for a tree removal permit (except for site plan and development plan approvals) attempt to verify the information contained in the application and shall either approve or deny the application as to each regulated tree proposed to be removed or relocated.

Sec. 104-~~5148~~48. - Replacement trees.

It is the intent of this article that when a permit authorizes a regulated tree to be cut and removed, and subject to other provisions and limitations of this article, that the removed regulated trees must be replaced, if reasonably practicable, with replacement trees on the site on a two-for-one ratio. Replacement trees must be a minimum of six inches in circumference as

measured at a height of four and one-half feet above ground level, and selected from among the species of replacement trees listed in section 104-5047.

Sec. 104-5249. - Tree categories; protection standards.

It is the intent and purpose of this article, among other objectives, to ensure to the extent reasonably possible, the survival of existing trees on-sites being developed or altered. Recognizing the impossibility of protecting all trees, the owner or developer of a site, with the approval of the administrator ~~and the landscape supervisor~~, shall designate those trees to be preserved and the level of protection to be afforded them based on the following categories:

- (1) *Category I trees.* Those trees identified during the predesign on-site meeting as being healthy heritage trees which are required to be retained in accordance with the approved site plan. Trees so designated will be protected from construction activities within the full drip-line of the tree. All champion trees will be protected to Category I standards.
- (2) *Category II trees.* Those trees identified during the predesign meeting which are desirable to keep, but due to location and development activities, cannot be protected to the level of Category I trees. Construction activities will be kept at a minimum of ten feet from the trunk of Category II trees. Alternative construction techniques such as previous pavements, jacking and boring, bridging over large roots and root aeration systems may be used to protect these trees.
- (3) *Category III trees.* Those trees which due to number or location, cannot receive the level of protection afforded Category I and Category II trees, yet add to the landscape and may survive development activities.

Sec. 104-5350. - Applications for site plans, development plans.

Site plans and development plans shall include consideration of tree preservation and the approval of either a site plan or development plan shall constitute the issuance of a tree permit consistent with the approved plan.

- (1) Applicants for site plans and development plans shall be required to have a predesign, on-site meeting with the administrator, or his or her designee, ~~and the landscape supervisor~~, to locate any champion or heritage tree(s) and other regulated trees, and to discuss protection methods for regulated trees, including champion and heritage trees to be retained or relocated. The applicant will mark and reasonably locate upon the site plan drawings all champion, heritage, and other regulated trees deemed appropriate by the ~~landscape supervisor~~ administrator.

- (2) If it is determined at the predesign, on-site meeting that there are regulated trees on the site, such regulated trees must be reasonably located upon a drawing to be attached to and be a part of the site plan and development plan. The applicant shall also provide the percentage canopy cover for the site which shall be calculated and determined by acceptable methods approved by the administrator ~~and the landscape supervisor~~. The applicant will be required to save and protect all champion trees. In the event that no regulated trees are found, it shall be so noted on the site plan and a tree location drawing shall not be required. When a tree location drawing is required, the drawing shall conform to the following:
- a. Trees are to be identified by both common and scientific names.
  - b. Trees shown on the tree drawing will be identified as to which trees will be saved, relocated or removed.
  - c. The tree drawing is to be at the same scale as the site plan.
  - d. The tree drawing may be presented as a separate drawing within the site plan; however, the trees must be included on one sheet of the site plan that shows the location of the proposed building(s) driveways, parking and parking access areas, water retention areas, existing contours and finished elevations, overhead power lines, underground utilities, and any other proposed improvements that could potentially have a negative impact on existing trees.
- (3) Site plan and development plan approval requires, if reasonably practicable, the retention of a minimum percentage canopy cover of 15 percent of the existing tree canopy cover of the applicable site, for all zoning districts, except single-family residential zoning districts. The city may approve the application with less than the 15 percent tree canopy cover if one or more of the conditions listed in section 104-5047 are met.
- (4) If the applicant is unable to meet the minimum 15 percent tree canopy cover requirement with existing trees, or if the site is void of any tree canopy, the applicant shall submit to the city a landscaping plan to provide for and require the site to be landscaped by either planting trees, or shrubs, or plants on the site. Such landscaping plan shall be approved by the ~~landscape supervisor~~ administrator prior to the issuance of a certificate of occupancy.

Sec. 104-5451. - Final inspection of site; conformance with approved site plan.

If upon final inspection of the project, the city building inspector determines that the owner or developer has failed to comply with the approved

site plan, no certificate of occupancy shall be issued until all of the requirements of the site plan and this article have been complied with and accomplished by the owner.

Sec. 104-~~55~~52. - Expansion of existing commercial locations.

Prior to beginning any construction activities as part of an expansion of an existing business or commercial establishment, owners of such existing establishments shall comply with all of the requirements of this article.

Sec. 104-~~56~~53. - Violations.

Removal of any regulated tree or any other site work that is not done according to an approved site plan is a violation of this article. When such violations occur prior to the final inspection of the project, the administrator will immediately issue a site stop work order. Upon the issuance of such stop order, all site work will cease until a restoration plan is submitted by the applicant and approved by the administrator ~~and the landscape supervisor~~. The site stop work order will remain in effect until the approved restoration plan has been implemented and completed. The owner, developer, subcontractor or agent shall have 30 days to present a restoration plan. If no restoration plan is presented within 30 days, the owner, developer, subcontractor or agent shall be served with a violation citation by the administrator and shall be subject to all of the penalties provided for violations of this article. No certificate of occupancy shall be issued until all trees and other vegetation shown on the approved restoration plan have been planted and grades restored.

Sec. 104-~~57~~54. - Failure to maintain trees.

It shall be the property owner's responsibility to adequately maintain the trees shown on an approved site plan, to ensure their healthy survival. Neglecting or abusing trees is a violation of this article.

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

Sec. 104-~~58~~55. - Heritage trees.

The following trees are hereby designated as heritage trees:

HERITAGE TREES OF LAKE CITY

Species	Circumference
Bald Cypress (Taxodium Distichum)	7 ft; 10 inch;
Cedar (Juniperus Silicicola)- (Southern Red Cedar), J. Virginiana- (Eastern Red Cedar),	5 ft; 5 inch;
Heritage Oaks: Quercus Alba -(White Oak), Quercus Austrina - (Bluff Oak), Quercus Geminata- (Sand Oak), Quercus Prinus- (Swamp Chestnut or Basket Oak), Quercus Virginiana- (Live Oak),	7 ft; 10 inch;
Hickory Carya Illinoenssis- (Pecan), Carya Tomentosa- (Mockernut), Cayra Glabra- (Pignut Hickory)	7 ft; 10 inch;
Loblolly Bay (Gordonia Lasianthus)	5 ft; 5 inch;
Magnolia (Magnolia Grandiflora- (Southern Magnolia), Magnolia Virginiana- (Sweet Bay Magnolia),	7 ft; 10 inch;
Maples (Acer Rubrum -(Red Maple), (Acer Bartatum- (Florida Maple)	5 ft; 5 inch;
Tupelo (Nyssa Sylvatica)	7 ft; 10 inch;
White Ash (Fraxinus Americana)	7 ft; 10 inch;

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

Sec. 104-~~59~~56. - Nuisance trees.

The following trees are hereby designated as nuisance trees and are exempt from all requirements of this article:

NUISANCE TREES OF LAKE CITY

COMMON NAME	BOTANICAL NAME
Australian Pine	Casuarina spp
Black Locust	Robinnia pseudoacacia
Brazilian Pepper	Schinus spp
Chinaberry	Melia azedarach
Chinese Tallow Tree	Sapium sebiferum
Honeylocust, common	Gleditsia triancanthes
Melaleuca	Melaleuca quinquenervia
Mulberry	Broussonetia spp

Sec. 104-~~60~~57. - List of references.

For purposes of this article, the following are provided as lists of references:

- (1) The Florida Division of Forestry Tree Protection Manual for Builders and Developers shall serve as the primary reference, whenever there is a question regarding tree protection standards.
- (2) Excepting the authorities provided for in section 163.045, F.S. (2019), ~~The~~ American National Standards Institute Standard A3-1995 shall be the reference for all public utilities, government agencies and their subcontractors when pruning trees on public or private property.
- (3) Silviculture Best Management Practices Manual shall be the references used for the conducting of all commercial forestry operations.

- (4) "Champion Trees of Lake City" is the reference list of champion trees, which is updated annually, and kept in the City of Lake City Growth Management Department.
- (5) "Heritage Trees of Lake City" is a list of trees developed as part of the City of Lake City Tree Ordinance and shall be used as a reference for selecting "replacement trees".

Sec. 104-6158. - Penalty.

~~Any person violating the provisions of this article shall be, upon conviction or a plea of guilt, subject to a fine(s) as hereinafter set forth in this section:~~

~~*Nature of violation—Fine*~~

~~Removing or effectively removing through damaging any champion tree(s), per tree .....\$2,500.00~~

~~Removing or effectively removing through damaging any heritage tree(s), per tree .....500.00~~

~~Removing or effectively removing through damaging any other regulated tree, per tree .....500.00~~

~~Failure to secure a permit for the removal of any regulated tree, per tree .....500.00~~

~~Failure to comply with any and all other requirements of the lake city tree ordinance, per incident .....500.00~~

The provisions of this Article shall be enforced through the *Local Government Code Enforcement Boards Act*, chapter 162, F.S.

~~Violations of the provisions of this article or failure to comply with any of its requirements, including violations with respect to approved site plans and violations of cutting and removing any regulated trees without proper permits, shall constitute a misdemeanor of the second degree, as provided in F.S. ch. 775. Any person, firm or corporation who violates this tree ordinance, or fails to comply with any of its requirements, shall upon conviction of a misdemeanor of the second degree be fined or imprisoned, or both, as provided for in F.S. ch. 166, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be a separate offense. Each day, beginning two working days, that any violation continues after written notification from the administrator that such violation exists shall be considered a separate offense for purposes of the penalties and remedies specified in this article.~~



Sec. 104-~~62~~59. - Administration and enforcement.

The administrator shall administer and enforce the city tree ordinance directly, or through aides and assistants. In the performance of his or her duties, the administrator may request the assistance of any officer or agency of the city. ~~The administrator shall investigate promptly written complaints of violations filed with the administrator and report in writing his or her findings and actions to complainants and shall use his or her best endeavors to prevent violations or to detect and secure the correction of violations. If the administrator finds that a provision of the city tree ordinance is being violated, the administrator shall notify, in writing, the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. The administrator shall order the discontinuance of the act which violates the provisions of the city tree ordinance, or shall take any other lawful action authorized by the city tree ordinance necessary to insure compliance with or to prevent violations of the city tree ordinance.~~ It is the intent of the city tree ordinance that questions of interpretation and enforcement shall first be presented to the administrator and that such questions shall be presented to the city manager only on appeal from the decision of the administrator. An appeal from any decision of the administrator to the city manager shall be in writing and shall be filed with the city manager within 15 days from the date of the decision of the administrator. A person shall have the right to appeal to the city council any decision of the city manager, provided that such appeal shall be in writing and filed with the city clerk within 15 days from the date of the decision of the city manager. The decision of the city council with respect to any such appeal shall be final. The administrator shall maintain written records of official actions regarding the city tree ordinance administration, complaints and actions taken with regard to the city tree ordinance, and violations discovered by whatever means, with remedial action taken and disposition of all cases, all of which shall be public records.

Sec. 104-~~63~~60. - Repeal of conflicting ordinances.

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

Sec. 104-~~64~~61. - Provisions held invalid by any court.

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

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

**Section 4.** It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

**Section 5.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first reading the \_\_\_\_ day of \_\_\_\_\_ 2021.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on second and final reading the \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

11. City Council Ordinance No. 2021-2203 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.16 to Article III, Chapter 86, which provides for the permanent vacating of the two utility easements located between Lots 5 (Parcel 34-3S-16-02465-105) and Lot 6 (Parcel 34-3S-02465-106), and Lot 6 (Parcel 34-3S-02465-106) and Lot 7 (Parcel 34-3S-16-02465-107), all of said lots being located in the Stonegate Park Subdivision as recorded on a plat thereof and recorded in plat book 7, pages 61 and 62, of the public records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date.

Adopt City Council Ordinance No. 2021-2203 on first reading

**CITY COUNCIL ORDINANCE NO. 2021-2203**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.16 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT VACATING OF THE TWO UTILITY EASEMENTS LOCATED BETWEEN LOTS 5 (PARCEL 34-3S-16-02465-105) AND LOT 6 (PARCEL 34-3S-02465-106), AND LOT 6 (PARCEL 34-3S-02465-106) AND LOT 7 (PARCEL 34-3S-16-02465-107), ALL OF SAID LOTS BEING LOCATED IN THE STONEGATE PARK SUBDIVISION AS RECORDED ON A PLAT THEREOF AND RECORDED IN PLAT BOOK 7, PAGES 61 AND 62, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to close, vacate, and abandon all of the Utility Easements lying between Lot 5 and Lot 6, and also between Lot 6 and Lot 7, all of said Lots being located in the Stonegate Park Subdivision as recorded on a Plat thereof and recorded in Plat Book 7, Pages 61 and 62, of the Public Records of Columbia County, Florida (hereinafter the "Vacated Street") and further identified in the *Boundary Survey* attached hereto as "Exhibit A"; and

**WHEREAS**, the property owner of the proposed Vacated Utility Easement (hereinafter the "Easement") has remediated portions of the Easement and has applied to have the Utility Easement vacated; and

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

**WHEREAS**, the City finds that it is in the best interests of the City and its citizens to vacate the Utility Easement to improve the business area of the City; and

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

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

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

**Section 2.** The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.16 which section reads as follows:

**Section 86-110.16** VACATING OF THE TWO (2) UTILITY EASEMENTS LOCATED BETWEEN LOT 5 (PARCEL 34-3S-16-02465-105) AND LOT 6 (PARCEL 34-3S-02465-106), AND ALSO BETWEEN LOT 6 (PARCEL 34-3S-02465-106) AND LOT 7 (PARCEL 34-3S-16-02465-107), ALL OF SAID LOTS BEING LOCATED IN THE STONEGATE PARK SUBDIVISION AS RECORDED ON A PLAT THEREOF AND RECORDED IN PLAT BOOK 7, PAGES 61 AND 62, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**Section 3.** The City finds the Vacated Utility Easements to be surplus to its needs and that it is in the public interest to vacate the Utility Easements.

**Section 4.** The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the Vacated Utility Easement to its centerline.

**Section 5.** Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 6.** Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

**Section 7.** Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Code of the City of Lake City, Florida.

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

**Section 8.** Effective Date. This ordinance shall become effective upon adoption.

**PASSED** on the first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND ADOPTED** on the second and final reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

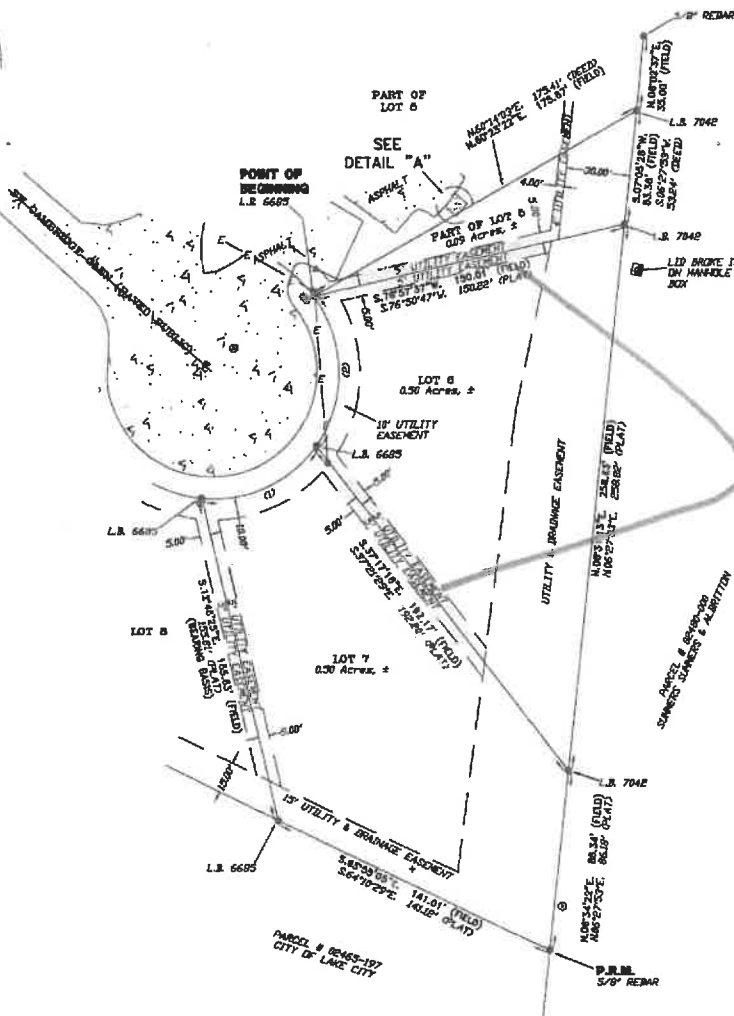
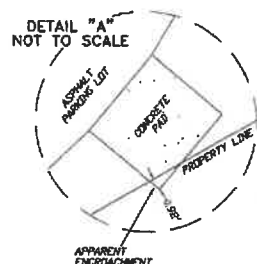
APPROVED AS TO FORM AND  
LEGALITY:

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

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

# EXHIBIT A

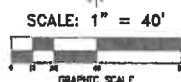
A BOUNDARY SURVEY IN SECTION 34, TOWNSHIP 3 SOUTH,  
RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.



IMPROVEMENTS  
TO LOCATE

**SYMBOL LEGEND:**

□	4\"/>
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## CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	60.00'	59°39'47"	62.76'	34.59'	59.94'	S.65°28'27"W.
FLAT	60.00'	60°00'00"	62.83'		60.00'	S.65°24'14"W.
2	60.00'	71°37'55"	73.01'	43.30'	70.22'	S.00°17'15"E.
FLAT	60.00'	71°37'32"	73.01'		70.22'	S.00°14'42"E.

**DESCRIPTION**  
LOTS 6 AND 7 OF 'STONEGATE PARK', A SUBDIVISION RECORDED IN PLAT BOOK 7, PAGES 61 AND 62 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

**ALSO**  
PART OF LOT 8 OF 'STONEGATE PARK', A SUBDIVISION RECORDED IN PLAT BOOK 7, PAGES 61 AND 62 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 5 AND RUN N 89° 14' 33\"/>

SUBJECT TO UTILITY EASEMENTS AS SHOWN ON SAID PLAT OF STONEGATE PARK.

- 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 SAID LOT 7.
  - IT IS APPARENT THAT THIS PARCEL IS IN ZONE 7\"/>

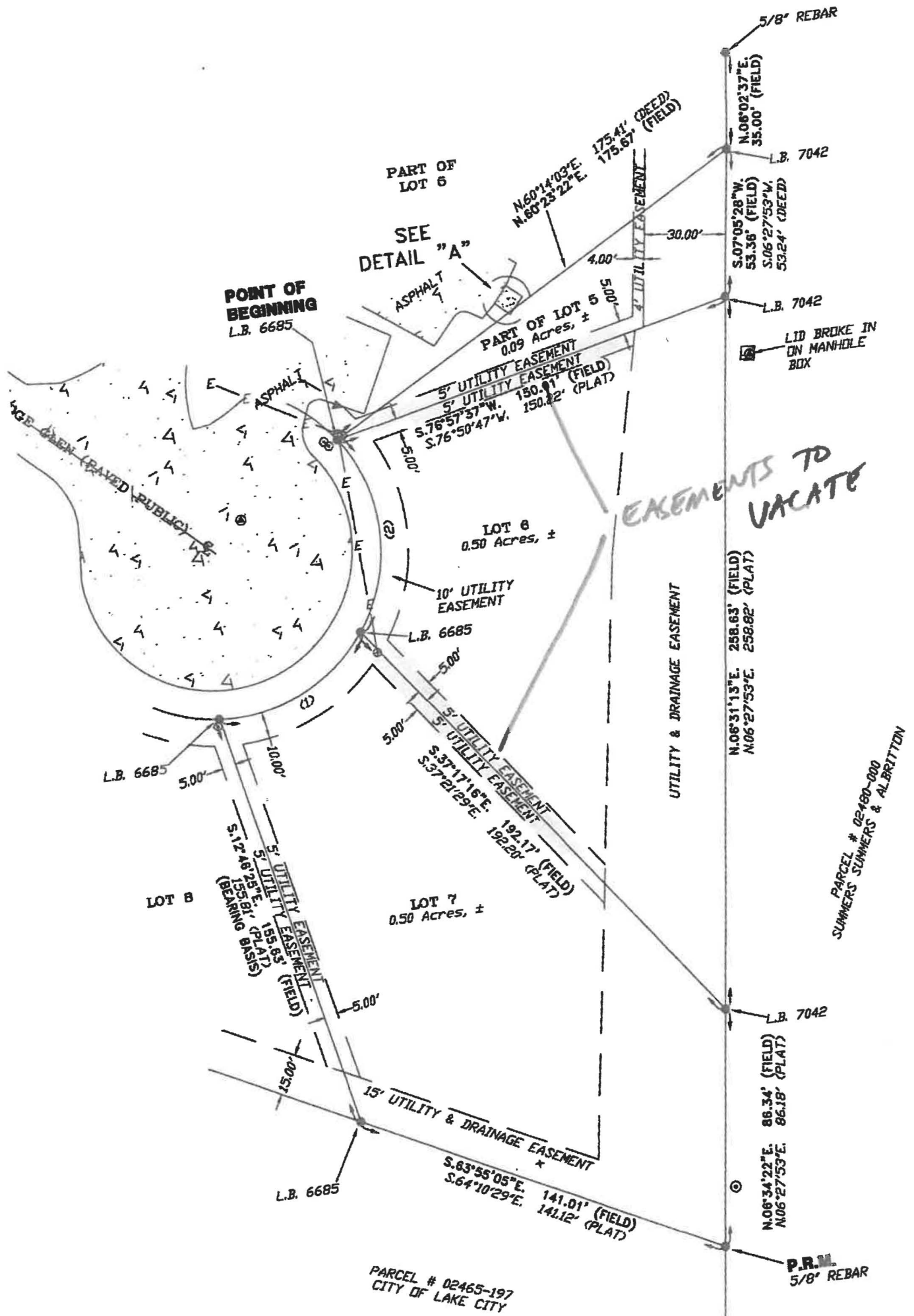
CERTIFIED TO:  
NORTH FLORIDA PRIMARY CARE, P.L.L.C.  
ABSTRACT TRUST TITLE, LLC  
FIRST FEDERAL BANK  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

**SURVEYOR'S CERTIFICATION**  
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 478.02, FLORIDA STATUTES.  
03/13/21 FIELD SURVEY DATE  
03/15/21 DRAWING DATE  
L. SCOTT BRITT, P.S.M. CERTIFICATION # 3737  
NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

**BRITT SURVEYING & MAPPING, LLC**

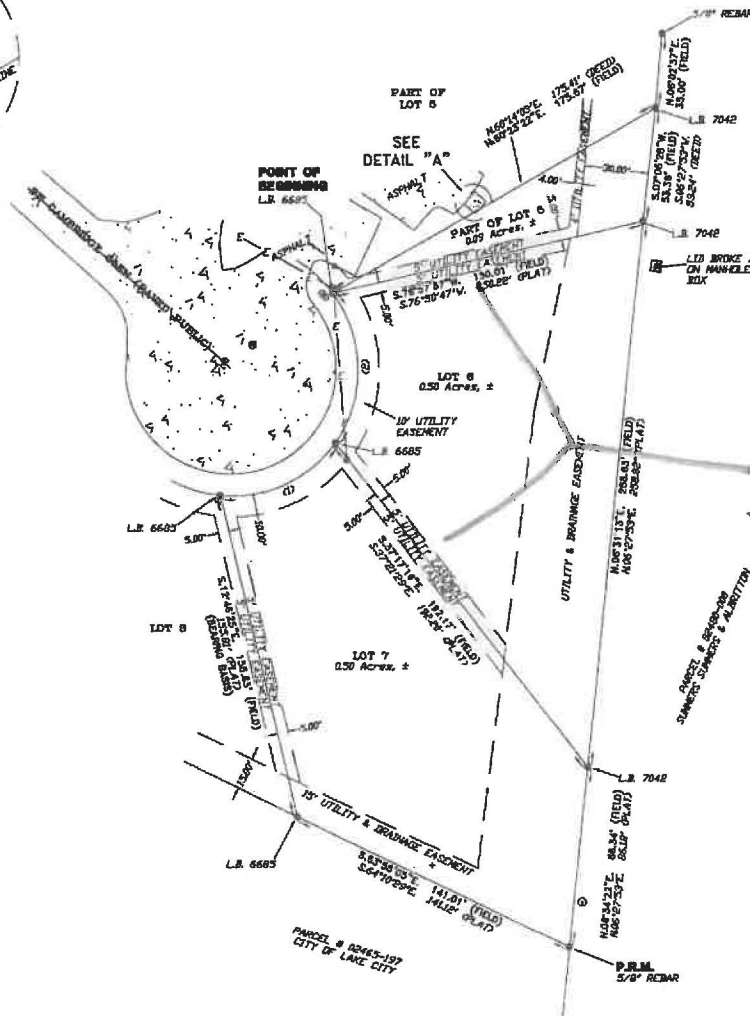
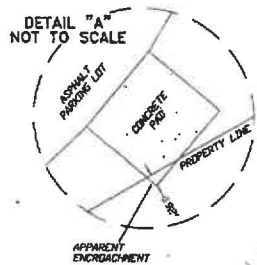


LAND SURVEYORS AND MAPPERS, L.B. # 8016  
1438 SW MAIN BLVD,  
LAKE CITY, FLORIDA, 32025  
www.brittsurveying.com  
TELEPHONE: (386) 752-7163 FAX: (386) 752-5573 WORK ORDER # L-27353





A BOUNDARY SURVEY IN SECTION 34, TOWNSHIP 3 SOUTH,  
RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA.



EXAMENTS  
TO VULGAR

SYMBOL LEGEND:	
	4"X6" CONCRETE PERMANENT FLOOR
	4"X6" CONCRETE PERMANENT SET
	8"X8" PINE FLOOR
	8"X8" PINE FLOOR
	10" CUT IN PARQUET
	CALCULATED PIERCE CORNER
	GAZ PIPING VALVE
	POWER POLE
	SUBMERGED GAS PIPING
	WATER METER
	UTILITY JOINT
	WELL
	SWITCHING MACHINERY
	CONTROLLER
	SECTION LINE
	ELECTRIC LINES
	WIRE FENCE
	CHAIN LINK FENCE
	VEHICLE FINDER
	AS FOR A PLAN OF RECORD
	AS FOR A SET OF RECORD
	AS FOR CALCULATIONS
	FIELD MEASUREMENTS
	PERMANENT REFERENCE POINT
	PERMANENT CONTROL POINT

CURVE TABLE						
NOL	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	61.00'	59°33'47"	68.76'	34.59'	59.94'	S.63°28'E 27.7'
PLAT 2	60.00'	60°00'00"	68.83'		60.00'	S.63°24'14"W
1	61.00'	71°37'56"	73.01'	43.36'	70.88'	S.00°37'15"E
PLAT 2	60.00'	71°37'56"	73.01'		70.88'	S.00°24'42"E

DESCRIPTION  
LOTS 6 AND 7 OF "STONEGATE PARK", A SUBDIVISION RECORDED IN PLAT BOOK 7, PAGES 61  
AND 62 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

ALSO  
PART OF LOT 5 OF "STONEGATE PARK", A SUBDIVISION RECORDED IN PLAT BOOK 7, PAGES 61  
AND 62 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:  
BEING AT THE SOUTHWEST CORNER OF SAID LOT 5 AND RUN N89°14'30"E, A DISTANCE OF 1754.41  
FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S05°27'53"W, ALONG SAID EAST  
LINE OF SAID LOT 3, A DISTANCE OF 1894 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE  
S76°50'47"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 15026 FEET TO THE POINT  
OF BEGINNING CONTAINING 933% ACRES, MORE OR LESS.

SUBJECT TO UTILITY EASEMENTS AS SHOWN ON PLAT OF STONEGATE PARK.

**SURVEYOR'S NOTES:**

1. BOUNDARY BASED ON MONUMENTATION FOUND IN ACCORDANCE WITH THE RETRACEMENT OF THE ORIGINAL SURVEY FOR SAID PARCEL IN RECORD.
2. MONUMENTS ARE PLACED ON ONE PLAT OF RECORD AND THE WEST LINE OF SAID LOT 7.
3. IT IS APPARENT THAT THIS PARCEL IS IN ZONE "A" AND IS DETERMINED TO BE OUTSIDE THE ONE YEAR FLOOD PLAIN AREA. THE FLOOD PLAIN AREA MAPS, HOWEVER, SHOW THIS PARCEL NUMBER 120630206290. HOWEVER, THE FLOED INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
4. THE IMPROVEMENTS, IF ANY, INDICATED ON THIS SURVEY DRAWING ARE AS LOCATED BY DATE OF FIELD SURVEY AS SHOWN HEREIN.
5. IF THEY EXIST, NO UNDERGROUND ENCROACHMENTS AND/OR UTILITIES WERE LOCATED FOR THIS SURVEY EXCEPT AS SHOWN HEREIN.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE POLICY.
7. DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL PARTS THEREOF.
8. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. THE ABOVE GIVEN INFORMATION IS NOT TO BE USED FOR ANY PURPOSES BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE DENOTED.

CERTIFIED TO:  
NORTH FLORIDA PRIMARY CARE, P.L.L.C.  
ABSTRACT TRUST TITLE, LLC  
FIRST FEDERAL BANK  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

FIELD BOOK: 368 PAGE(S): 40

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

03/13/21	03/15/21
FIELD SURVEY DATE	DRAWING DATE

L. SCOTT BRITT, P.S.M.  
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



[www.brittsurvey.com](http://www.brittsurvey.com)

TELEPHONE: (386) 752-7163 FAX: (386) 752-5573

WORK ORDER # L-27353

BRITT SURVEYING  
& MAPPING, LLC

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

**File Attachments for Item:**

12. City Council Resolution No. 2021-136 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an agreement with Marks Gray, P.A.; providing for the provision of special legal counsel services related to aviation at the Lake City Gateway Airport; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-136**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MARKS GRAY, P.A.; PROVIDING FOR THE PROVISION OF SPECIAL LEGAL COUNSEL SERVICES RELATED TO AVIATION AT THE LAKE CITY GATEWAY AIRPORT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida ("City") is the owner of the Lake City Gateway Airport (hereinafter the "Airport"); and

**WHEREAS**, the City has multiple aviation related tenants at the Airport including, but not limited to, HAECO Airframe Services, Inc. (hereinafter "HAECO"); and

**WHEREAS**, the City desires to procure special legal counsel services in aviation law to assist in the negotiation of a lease agreement with HAECO and other aviation tenants at the Airport; and

**WHEREAS**, the director of the Airport has recommended the procurement of the law firm of Marks Gray, P.A., specifically attorney Edward Booth, and the law firm has agreed to assist the City by serving as special legal counsel; and

**WHEREAS**, the City desires to enter into an agreement with Marks Gray, P.A., pursuant to and in accordance with the terms and conditions of the *Special Counsel Legal Services Agreement Between the City of Lake City, Florida and Marks Gray, P.A.*, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (hereinafter the "Agreement"); and

**WHEREAS**, the City Council has determined that it is in its best interests of the City to contract with Marks Gray, P.A., for the services provided for in the Agreement.

*Remainder of this page intentionally left blank.*

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

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

**Section 2.** That the City is hereby authorized to engage the services of Marks Gray, P.A., in accordance with and pursuant to the terms and conditions of the Agreement.

**Section 3.** The Mayor is authorized to execute the Agreement for and on behalf of the City.

**Section 4.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Marks Gray, P.A., to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Marks Gray, P.A., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

*Remainder of this page intentionally left blank.*

FLK/mr  
09/07/2021

**Section 5.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of September, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**SPECIAL COUNSEL LEGAL SERVICES AGREEMENT BETWEEN THE CITY  
OF LAKE CITY, FLORIDA AND MARKS GRAY, P.A.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (hereinafter the “Effective Date”), by and between the City of Lake City, a municipal corporation (hereinafter referred to as “City”), and Marks Gray, P.A., having an address of 1200 Riverplace Boulevard Suite 800, Jacksonville Florida 32207 (hereinafter referred to as “Special Counsel”) (both of which may be referred to individually as “Party”, or collectively as “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, given the specialty and scope of the legal issues involved, the City has determined that it has a need for specialized legal services; and

**WHEREAS**, the City desires to procure specialized legal counsel services in aviation law to assist in the preparation of a lease agreement with multiple aviation related tenants at the Lake City Gateway Airport (hereinafter the “Airport”) including, but not limited to, HAECO Airframe Services, Inc. (hereinafter “HAECO”); and

**WHEREAS**, Special Counsel has agreed to provide specialized legal services in accordance with the terms and conditions contained herein.

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

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

2. Services to be Performed. The Special Counsel hereby agrees to provide legal services to the City, relating to the aforementioned including, but not limited to, the preparation of lease agreements with aviation related tenants at the Airport.

3. Requests for Services. All requests for legal services of the Special Counsel will be reduced to writing and forwarded to, and prior to the performance of services by, the Special Counsel.

4. Compensation. As compensation for the Special Counsel providing legal services to the City as described herein, the City will pay Special Counsel as follows:

a. Hourly fees for professional services will not exceed more than three hundred twenty-five dollars and zero cents (\$325.00); and

b. Reasonable out-of-pocket expenses and costs for such items as photocopying, delivery charges, filing fees, and other similar items incurred as a result of this Agreement. Reimbursement for a cost or expense of \$100.00 or more must be supported by the actual paid invoice, whereas costs and expenses of less than \$100.00 must be itemized and detailed as to the amount; and

c. City will not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Special Counsel; and

d. Local Travel and hourly charges during such travel, which includes any travel within Columbia County, are not compensable. Travel that

occurs outside of Columbia County and per diem reimbursements must be approved by the City Manager's office in writing and in advance and may only be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the City.

5. Term of Agreement and Amendments. The term of this Agreement commences on the Effective Date and remains in full force and effect until the Agreement is terminated or extended as provided herein.

6. This Agreement may be terminated by the City or Special Counsel at any time upon thirty (30) days written notice to the non-terminating party. Upon termination by either party, Special Counsel must transfer all work in progress, completed work, and other materials related to the Legal Services to the City. This Agreement and any terms herein may be amended by written mutual agreement of the Parties.

7. Invoices. Special Counsel must submit a detailed statement of services itemized as to dates, hourly rates, and amounts rendered from the Special Counsel, including sufficient documentation to enable the City to properly perform its audit responsibilities for the use of public funds, and certification that it has performed said services in conformance with this Agreement and is entitled to receive the amount specified therein. Invoices must be submitted in such a manner as will permit their inspection pursuant to Chapter 119, Florida Statutes. Upon receipt of an invoice as authorized herein, the City Attorney's Office will review said invoices within ten (10) days and notify



Special Counsel if an invoice is disputed. Once invoices are approved by the City Attorney's Office, they will be forwarded to the Pinellas City Finance Department for payment to be made. Payments will be made pursuant to the Local Government Prompt Payment Act for services rendered and invoiced.

8. Hiring of Experts or Consultants. Special Counsel must obtain the prior written express approval of the City Manager's Office to hire any and all experts and consultants which are deemed necessary and appropriate to assist Special Counsel in providing legal services to the City. In the event that such experts or consultants are necessary or appropriate, a separate agreement will be required with the City prior to the provision of compensable services.

9. Periodic Status Reports. As may be applicable, Special Counsel must provide periodic status reports, either verbal or in writing, as may from time to time be requested by the City Attorney's Office.

10. Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. Special Counsel shall comply with all public records laws.

**IF SPECIAL COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPECIAL COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-719-5826 or 386-719-5756, 205 NORTH MARION AVENUE, LAKE CITY, FLORIDA 32055.**

a. Special Counsel shall comply with public records laws, specifically Special Counsel shall:

I. Keep and maintain public records required by the City to perform the services.

II. Upon request from the City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

III. 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 Special Counsel does not transfer the records to City.

b. If Special Counsel considers any portion of any documents, data, or records submitted to City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Special Counsel must simultaneously provide City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption

from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that Special Counsel claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

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

e. The terms of this provision survive termination of this Agreement.

11. Personnel. Special Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein and that such persons will be qualified to perform the specialized legal services required under this Agreement. Such personnel must not be employees of, or have any contractual relationship with, the City unless approved by the City Attorney's Office. All personnel engaged in performing the legal services must be fully qualified for the specialized legal services required under this Agreement and, if required, authorized or permitted under federal, state, and local law to perform such services.

12. Conflicts of Interest.

a. Special Counsel represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the legal services, as provided in the rules regulating The Florida Bar, in the standards set forth in Part III of Chapter 112, Florida Statutes, or the City Attorney's Office policy relating to Legal Representation of Multiple Clients. Special Counsel further represents that no person having a conflicting interest will be employed by Special Counsel to perform the Legal Services.

b. Special Counsel must promptly notify the City, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence Special Counsel's judgment or quality of the legal services. The notice must identify the prospective business association, interest, or circumstance and the

nature of work that Special Counsel wants to undertake and request the City's opinion as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Special Counsel. The City agrees to notify Special Counsel of its opinion within thirty (30) calendar days of receipt of notification by Special Counsel. If, in the opinion of the City, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Special Counsel, the City shall so state in its opinion.

13. Contractor Status and Insurance Requirements. Special Counsel and all its employees, agents, and servants are, and will be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the City. All persons engaged in the Legal Services performed by Special Counsel pursuant to this Agreement must at all times, and in all places, be subject to Special Counsel's supervision and control. Special Counsel must exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Special Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. Special Counsel agrees to and shall procure and maintain insurance during the term of this Agreement and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$500,00.00 per occurrence and \$200,00.00 property damages; and

b. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

c. Professional liability insurance for "errors and omissions" covering as insured the City and Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Agreement and is of the essence of the Agreement. This Agreement does not limit the types of insurance Special Counsel may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Special Counsel shall not be interpreted as limiting the liability or obligations under the Agreement. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the

coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Special Counsel and other employed or utilized sub-Contractors in the performance of the services.

14. Non-discrimination. Special Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

15. Professional Standards. Special Counsel hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services will be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

16. Assignment/Subcontracting. In the event of a corporate acquisition and/or merger, Special Counsel must provide written notice to the City within thirty (30) calendar days of Special Counsel's notice of such action or upon the occurrence of said action, whichever occurs first. Special Counsel is retained expressly because of Special Counsel's unique skills, ability and experience and, therefore, it is understood that no substitution or assignment may be made unless the City expressly approves such substitution or assignment in writing. Special Counsel is expressly prohibited from subcontracting any legal services

required hereunder unless such subcontracting is consented to in writing by the City, whose consent will not be unreasonably withheld.

17. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period, the City will notify Special Counsel of such occurrence and the Agreement will terminate on the last day of the current fiscal period without penalty or expense to the City.

18. All notices required in this Agreement must be sent by fax or mail to:

Mayor Stephen M. Witt  
205 N. Marion Ave.  
Lake City, FL 32055

*With a copy to:*

City Attorney's Office  
Attn.: Frederick L. Koberlein, Jr., City Attorney  
855 SW Baya DR  
Lake City, Florida 32025

If sent to Special Counsel, the notice will be mailed to:  
Marks Gray, P.A.  
Attn: Edward Booth, Esquire.  
1200 Riverplace Boulevard Suite 800  
Jacksonville Florida 32207

19. Severability. The terms and conditions of the Agreement are deemed to be severable. Consequently, if any clause, term, or condition hereof is held to be illegal or void, such determination will not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement will continue in full force and effect, unless the particular clause,



term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

20. Governing Law. The laws of the State of Florida govern this Agreement.

21. Entire Agreement. The foregoing terms and conditions and the document titled “*Marks Gray, P.A. Engagement Terms & Billing Policies*”, a copy of which is attached hereto, constitute the entire Agreement between the Parties hereto and any representation not contained herein is null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto. Should any of the provisions found herein conflict with the attached document then the provisions of this Agreement shall control.

22. E-Verify. As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Special Counsel shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Special Counsel shall require each of its subcontractors to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Special Counsel shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Special Counsel, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Special Counsel otherwise complied, shall promptly notify Special Counsel and Special Counsel shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Special Counsel acknowledges that upon termination of this Contract by the City for a violation of this section by Special Counsel, Special Counsel may not be awarded a public contract for at least one (1) year. Special Counsel further acknowledges that Special Counsel is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

*Remainder of this page intentionally left blank.*

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

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the day and year first written above.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**MARKS GRAY, P.A.**

By: \_\_\_\_\_  
Edward Booth,  
Partner

## MARKS GRAY, P.A. ENGAGEMENT TERMS & BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, and billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures, as well as the scope and terms of our engagement. Each client is encouraged to discuss with us any questions they have about these policies and procedures with us at any time. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the Firm.

1. Scope of Engagement. By means of this Agreement, you are engaging the Firm to perform the following services: to draft and review contract documents and provide legal services for the purpose of evaluating lease renewals at the Lake City Gateway Airport and to advise on any aviation related legal matters that may arise. Subject to our mutual written agreement, you may also engage us to perform additional services in the future.

2. Fee and Hourly Rates. Unless a project fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls and e-mail letters (minimum .2 hour) and letters written on Firm stationery (minimum .4 hour), and on an actual basis for most other work.

The hourly rates applicable to your matter will be **\$325.00 per hour**. These hourly rates are reviewed annually to accommodate rising Firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

3. Fees for Other Services, Costs and Expenses. We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. It is our agreement that I will not charge for travel time or expenses to travel between my Jacksonville office and any required meetings or conferences in Lake City, Florida and/or Columbia County. Other required travel will be charged at the current IRS mileage rate. These charges include but are not limited to, mileage at the current IRS mileage rate, telephone, facsimile and document delivery charges, copying charges, computerized research, postage, support staff overtime, court filing fees and other court related expenditures. Our legal representation may also involve, with your prior consent, additional services provided by third party vendors, such as court reporter and transcription fees.

These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due. Please note that no separate charge is made for the Firm's secretarial or word processing services; those costs are included within the above hourly rates.

4. Monthly Statements and Payment Terms. Our practice is to send a monthly statement of our charges for legal services and in-house additional services rendered and for reimbursement of payments made on our client's behalf for outside additional services rendered through the end of the

prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Each monthly statement is fully due and payable upon receipt, but in no event later than thirty (30) days after its issuance date. We reserve the right to charge, at the rate of one per cent (1.0%) per month, a monthly late payment charge on the unpaid balance of any statement not timely paid in full, computed from thirty (30) days after the statement issuance date until payment.

We will make every effort to handle this matter in an efficient manner to minimize attorney fees and costs. We do our best to see to it that our clients are satisfied not only with our legal representation and services, but also with the reasonableness of our charges. Therefore, if you should have any question about or object to our statement, our services, or our charges, we encourage you to raise it for discussion.

5. Changes in Fee Arrangements and Budgets. It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the Firm may require a further advance payment to the Firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. This Agreement is subject to termination by either party upon reasonable notice for any reason. Failure to pay invoices on a timely basis subjects a client to discontinuance of legal service at the option of the Firm.

7. Duties Upon Termination of Active Representation. Upon termination of our active involvement in a particular matter, we will have no duty to inform you of further developments or changes in law which may be relevant to such matter in which our representation has terminated. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from the matters for which we had been engaged.

8. Future Matters. Unless otherwise agreed in writing between us, all other matters referred to us for representation shall be governed by the terms of this Agreement, except that our obligation to represent you shall consist of an obligation to furnish appropriate representation in such future matters with reasonable diligence as applicable to the matter in question.

9. Conflicts. From time to time, you may have business or legal dealings with one or more of our other existing or future clients. This will confirm your agreement that our engagement by you on this matter will not preclude us from representing clients who may be interacting with you on unrelated matters. We will not, of course, accept any directly adverse engagement that is substantially related to the subject matter of this engagement or which would impair the confidentiality of proprietary, sensitive or otherwise confidential communications made to us.

10. File Retention. As a general rule, we keep each client's files for ten years after we close that file. After ten years we destroy those files, unless the client advises us otherwise. If you want us to keep your files for a longer period of time, or return them to you, please so inform us.

11. Disclaimer of Guarantee. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter. We make no such promises or guarantees.

12. Attorney Fees. In the event of any dispute relating to this Agreement, the prevailing party shall be entitled to reasonable attorney fees, including but not limited to those incurred in connection with court proceedings at trial and appellate levels, including without limitation, bankruptcy and probate proceedings.

13. Client. The Firm's client for the purpose of representation will be Lake City, Florida, a municipal corporation under the laws of the State of Florida and the related entity known as the Lake City Gateway Airport. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any parent or subsidiary or their officers, directors, agents, managers or employees. Notwithstanding the foregoing, each person signing the retainer letter accompanying or incorporating this Agreement agrees to be personally liable and responsible for payment of all attorney fees and cost incurred under this Agreement.

14. Entire Agreement. This Agreement contains all terms of the agreement between us applicable to our representation of you, and may not be modified except by a written agreement signed by both of us.

MARKS GRAY, P.A.

/s/ Edward M. Booth, Jr.  
EDWARD MORTON BOOTH, JR.  
Florida Bar No. 338699  
1200 Riverplace Blvd., Suite 800  
Jacksonville, FL 32207  
Phone: (904) 398-0900  
Primary Address for E-Service:  
[ebooth@marksgray.com](mailto:ebooth@marksgray.com)

**File Attachments for Item:**

13. City Council Resolution No. 2021-137 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a grant award in an amount of \$504,994.00 from the State of Florida, Department of Transportation; providing for the resurfacing of Patterson Avenue from United States Highway 90 to State Road 100A; and providing for an effective date.

MEETING DATE
September 20, 2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Patterson St.

**DEPT / OFFICE:** Public Works

<b>Originator:</b> Brian Scott, Director of Utilities Distribution and Collections		
<b>City Manager</b>	<b>Department Director</b> Paul Dyal	<b>Date</b> 09/15/21
<b>Recommended Action:</b> Seeking Council's approval to accept the SCOP grant for the restoration of Patterson St. in the amount of \$504,994.00		
<b>Summary Explanation &amp; Background:</b>  <p>The City of Lake City's Distribution/Collection seeks approval to accept the SCOP grant through FDOT for the resurfacing/restoration of Patterson St. The grant would provide extensive improvements to Patterson St. The following lists the specific tasks that would be completed with this grant:</p> <ul style="list-style-type: none"> <li>• Mill and resurface existing 29' roadway (South of railroad tracks) and 19' existing roadway (North of railroad tracks)</li> <li>• The paving would include Patterson St. from US Hwy 90 North to Washington St and Annie Mattox St. North to US Hwy 100.</li> <li>• Adjust existing manhole covers</li> <li>• Adjust utility valve covers</li> <li>• Curb repairs</li> <li>• Sidewalk repairs</li> <li>• Railroad crossing improvements</li> </ul>		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> SCOP Grant in the amount of \$504,994.00		
<b>Financial Impact:</b> N/A		
<b>Exhibits Attached:</b> 1) FDOT Rural Roadway Assistance Consolidated Funding Application 2) Opinion of probable Construction cost 3) Proposed roadway map		



**CITY COUNCIL RESOLUTION NO. 2021-137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF \$504,994.00 FROM THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION; PROVIDING FOR THE RESURFACING OF PATTERSON AVENUE FROM UNITED STATES HIGHWAY 90 TO STATE ROAD 100A; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) submitted to the State of Florida, Department of Transportation (hereinafter the “FDOT”), a *Rural Roadway Assistance Consolidated Funding Application* (hereinafter the “Application”) for grant funding to be used towards the resurfacing of Patterson Avenue from U.S. Highway 90 to SR 100A (hereinafter the “Project”); and

**WHEREAS**, FDOT has offered an award of grant funds in the amount of \$504,994.00, towards the Project; and

**WHEREAS**, the City Council finds that accepting the terms and conditions of the State Funded Grant Agreement, a copy of which is attached hereto as “Exhibit A”, is in the best interests of the City.

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

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

**Section 2.** The Mayor is hereby authorized to accept the grant award from the FDOT for the resurfacing and restoration of Patterson Avenue.

**Section 3.** The Mayor and city administration is authorized to execute any and all documentation relating to the State Funded Grant Agreement.

*[The remainder of this page is left blank intentionally.]*

FLK/mr  
09/15/2021

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on the \_\_\_\_ day of September 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
 PROGRAM MANAGEMENT  
 05/21

FPN: <u>443691-1-54-01</u>	Fund: <u>SCOP</u> Org Code: <u>55024010206</u>	FLAIR Category: <u>085576</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>29</u>	Contract No: _____	Vendor No: <u>F596000352018</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on \_\_\_\_\_, (This date to be entered by DOT only),  
 by and between the State of Florida Department of Transportation, ("Department"), and the City of Lake City, ("Recipient").  
 The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
  - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in design, construction, and construction engineering and inspection for resurfacing Patterson Avenue from US 90 to SR 100A, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
05/21

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
  - a. The estimated cost of the Project is \$504,994.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$504,994.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
05/21

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-80  
PROGRAM MANAGEMENT  
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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

## 8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

## 9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

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construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not



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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
  - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation  
 Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, FL 32399-0405  
 Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
 Local Government Audits/342  
 111 West Madison Street, Room 401  
 Tallahassee, FL 32399-1450  
 Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**525-010-60  
PROGRAM MANAGEMENT  
05/21

- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: \_\_\_\_\_

**g. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

\*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

\*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

\*Exhibit K: Advance Project Reimbursement

\*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

525-010-60  
PROGRAM MANAGEMENT  
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT City of Lake City

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

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

Name: Stephen Witt

Title: Mayor

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

Name: Greg Evans

Title: District Secretary

Legal Review:

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

Name: Angela Hensel



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 443691-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and  
the City of Lake City (the Recipient)

**PROJECT LOCATION:**

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** approx. .76 miles**PROJECT DESCRIPTION:** Design, construction, and construction engineering and inspection for resurfacing Patterson Avenue from US 90 to SR 100A**SPECIAL CONSIDERATIONS BY RECIPIENT:**

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by
- b) Design to be completed by December 31, 2022
- c) Right-of-Way requirements identified and provided to the Department by
- d) Right-of-Way to be certified by
- e) Construction contract to be let by June 30, 2023
- f) Construction to be completed by June 30, 2025

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

- \* Prior to Authorization to Advertise, the Agency is required to submit Railroad, Right of Way and Utility Certification forms signed by an authorized Agency employee. The Agency shall provide an Engineer's Estimate and email that CCNA was followed.
- \* Prior to Concurrence and Award, the Agency is required to submit the lowest responsible / responsive bidder documents for Department's review and approval.
- \* The Agency is required to send a preliminary schedule from the selected Contractor, once available.
- \* The Agency shall provide, at least, quarterly invoicing with progress report.
- \* The Agency shall provide written justification for any time extension outlining reasons for all unforeseen Project delay circumstances for Department review and approval. Time Extensions will be granted in the Department's sole discretion

and only for circumstances beyond the Agency's control.

\* The Agency shall provide as-builts or plan mark-ups at the completion of the Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT B**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

**RECIPIENT NAME & BILLING ADDRESS:**

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

**FINANCIAL PROJECT NUMBER:**

443691-1-54-01

<b>I. PHASE OF WORK by Fiscal Year:</b>	<b>FY 2022</b>	<b>FY</b>	<b>FY</b>	<b>TOTAL</b>
<b>Design- Phase 34</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Right of Way- Phase 44</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Design, Construction, CEI - Phase 54</b>	\$ 504,994.00	\$ 0.00	\$ 0.00	\$504,994.00

Maximum Department Participation - ( <u>Small County Outreach Program</u> )	100% or \$ 504,994.00	% or \$	% or \$	% or \$ 504,994.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - ( <u>Insert Program Name</u> )	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>	<b>\$504,994.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$504,994.00</b>

## COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Lauri Shubert

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and the City of Lake City

PROJECT DESCRIPTION: Design, construction, and construction engineering and inspection for resurfacing Patterson Avenue from US 90 to SR 100A

FPID#: 443691-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

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

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

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

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT**

**EXHIBIT D**

**RECIPIENT RESOLUTION**

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS****Florida Department of Financial Services, Reference Guide for State Expenditures  
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

**Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

**Fringe benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

**Travel:** Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

**Other direct costs:** Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

**Indirect costs:** If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

**Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE-FUNDED GRANT AGREEMENT****EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)  
☒ Small County Outreach Program (SCOP), (CSFA 55.009)  
☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)  
☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)  
☐ Insert Program Name, Insert CSFA Number

**\*Award Amount:** \$504,994.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**File Attachments for Item:**

14. City Council Resolution No. 2021-138 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with the North Central Florida Regional Planning Council; providing for the receipt of comprehensive planning services; providing for compensation not-to-exceed \$23,500.00; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-138**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL; PROVIDING FOR THE RECEIPT OF COMPREHENSIVE PLANNING SERVICES; PROVIDING FOR COMPENSATION NOT-TO-EXCEED \$23,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to enter into an agreement with the North Central Florida Regional Planning Council (hereinafter the “Planning Council”) to receive certain technical and professional services with respect to growth management, planning, and land development regulations, and additional services pursuant to and in accordance with the terms and conditions of the *Fiscal Year 2022 Local Government Comprehensive Planning Services Agreement Between the City of Lake City and the North Central Florida Regional Planning Council*, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (hereinafter the “Planning Council Agreement”); and

**WHEREAS**, the Planning Council Agreement provides that the Planning Council shall be paid a fixed fee amount of twenty-three thousand five hundred dollars and zero cents (\$23,500.00) for services provided between October 1, 2021 through September 30, 2022; and

**WHEREAS**, the City Council finds that the execution of the Planning Council Agreement is in the best interests of the City.

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

**Section 1.** The above recitals are all true and accurate and are hereby incorporated in this resolution.

**Section 2.** The City is hereby authorized to enter into the Planning Council Agreement.

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

the City Manager and City Attorney. Executions by the Mayor and the Planning Council shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of September, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



Serving Alachua  
Bradford • Columbia  
Dixie • Gilchrist • Hamilton  
Lafayette • Levy • Madison  
Suwannee • Taylor • Union Counties

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

August 27, 2021

Ms. Ami Mitchell Fields, Interim City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055-3918

RE: Fiscal Year 2022  
Agreement Between the City and the Planning Council  
for Local Government Comprehensive Planning Services

Dear Ami:

Please find enclosed two copies of the above referenced proposed agreement between the City and the Planning Council for the Planning Council to provide comprehensive planning services to the City for Fiscal Year 2022 in the amount of \$23,500. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the City, please have both copies signed on Page 4 and return both signed copy of the Agreement with original signatures to me for Planning Council signatures.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosures

xc: Audrey Sikes, City Clerk (letter only)  
David C. Young, Growth Management Director (letter only)

I:\lga contracts\2022\2022 lake city agree letter.docx

FISCAL YEAR 2022  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES  
AGREEMENT  
BETWEEN THE  
CITY OF LAKE CITY  
AND THE  
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Lake City, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twenty-Three Thousand Five Hundred Dollars and No Cents (\$23,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2021 and shall end on September 30, 2022. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless and indemnify the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the City Manager of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Columbia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

CITY OF LAKE CITY

Attest:

Seal


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

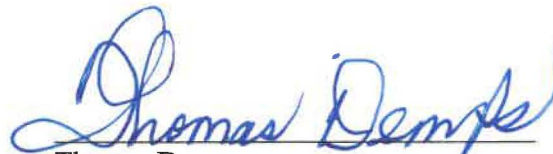
\_\_\_\_\_  
Stephen M. Witt  
Mayor

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

  
\_\_\_\_\_  
Scott R. Koons  
Executive Director

  
\_\_\_\_\_  
Thomas Demps  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2022  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

**File Attachments for Item:**

15. City Council Resolution No. 2021-139 - A resolution of the City Council of the City of Lake City, Florida, reappointing Steve Brown as the Director to serve on the Florida Gas Utility Board of Directors on behalf of the City and reappointing Paul Dyal, Executive Director of Utilities, as Alternate Director in the absence of Steve Brown; providing for the repeal of all prior resolutions in conflict with this resolution; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REAPPOINTING STEVE BROWN AS THE DIRECTOR TO SERVE ON THE FLORIDA GAS UTILITY BOARD OF DIRECTORS ON BEHALF OF THE CITY AND REAPPOINTING PAUL DYAL, EXECUTIVE DIRECTOR OF UTILITIES, AS ALTERNATE DIRECTOR IN THE ABSENCE OF STEVE BROWN; PROVIDING FOR THE REPEAL OF ALL PRIOR RESOLUTIONS IN CONFLICT WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to reappoint the current Director and alternate Director on the Florida Gas Utility Board of Directors (hereinafter the "Board"); and

**WHEREAS**, by City Council Resolution 2018-001, Steve Brown, Director of Natural Gas, was appointed to serve as a Director on the Board and Paul Dyal, Executive Director of Utilities, was appointed as an Alternate Director; and

**WHEREAS**, the City desires to reappoint Steve Brown, the City's Director of Natural Gas, as Director on the Board and to reappoint Paul Dyal, current Executive Director of Utilities as the Alternate Director to serve on the Board in the event of the Director's absence; and

**WHEREAS**, the City Council finds it is in the best interest of the City to reappoint Steve Brown as Director and Paul Dyal, as Alternate Director to the Board pursuant to the terms and conditions found in the *Certificate of the City of Lake City as to Appointment of Director*, attached hereto as "Exhibit A".

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

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

**Section 2.** Steve Brown, the City's Natural Gas Director, is hereby designated as Director to serve on the Florida Gas Utility Board of Directors and Paul Dyal, the Executive Director of Utilities is hereby designated as an Alternate Director to serve on the Florida Gas Utility Board of Directors in the event the Natural Gas Director is absent or unable to attend any Board meeting.

**Section 3.** The City Clerk is authorized to provide a copy of this resolution to the Florida Gas Utility.

**Section 4.** All resolutions in conflict with this resolution are hereby repealed.

**Section 5.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of September, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**CERTIFICATE OF THE CITY OF LAKE CITY AS TO  
APPOINTMENT OF DIRECTOR**

The City of Lake City, Florida ("City"), HEREBY CERTIFY as follows:

A. The City has by resolution dated as of \_\_\_\_\_, 2021 appointed \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, \_\_\_\_\_ to serve as a Director and Alternate Director(s), respectively, of FGU until his or her successors shall be duly appointed under that certain Third Amended and Restated Interlocal Agreement dated as of March 25, 2011 (the "Interlocal Agreement").

B. The Director or Alternate Director shall be authorized to exercise all powers and duties on behalf of the City as shall be authorized pursuant to the Interlocal Agreement and the Act and the said Director and Alternate Director are hereby designated as agents of the City in connection with the taking of all actions and the execution of all documentation on behalf of the City which shall be authorized by the Interlocal Agreement and the Act. FGU may conclusively rely on the power and authority of such representatives in taking action on behalf of the City until it receives written notice to the contrary.

"Act" means the Constitution and laws of the State of Florida, including, particularly, Section 163.01, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CITY OF LAKE CITY, FLORIDA

(SEAL)

\_\_\_\_\_  
(name), (title)

**File Attachments for Item:**

16. City Council Resolution No. 2021-140 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement with the State of Florida, Division of Emergency Management; providing for the receipt of fiscal recovery funds in the amount of \$6,186,544.00; providing for the reimbursement of certain expenses incurred due to the Covid-19 Public Health Emergency in accordance with the limitations prescribed in the act; providing for conflicts; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-140**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR THE RECEIPT OF FISCAL RECOVERY FUNDS IN THE AMOUNT OF \$6,186,544.00; PROVIDING FOR THE REIMBURSEMENT OF CERTAIN EXPENSES INCURRED DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY IN ACCORDANCE WITH THE LIMITATIONS PRESCRIBED IN THE ACT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 9901 of the American Rescue Plan Act of 2021 (hereinafter “ARPA”) added section 603(a) to the Social Security Act, which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (hereinafter “Fiscal Recovery Funds”); and

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) desires to enter into the *American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement* (hereinafter the “Agreement”) with the State of Florida, Division of Emergency Management; and

**WHEREAS**, The City Council finds that it is in the City’s best interest to enter into the Agreement pursuant to the terms and conditions of said Agreement, a copy of which is attached hereto as “Exhibit A”.

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

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

**Section 2.** The City Council hereby approves the Agreement with the State of Florida, Division of Emergency Management, and authorizes the Mayor to execute the Agreement on behalf of the City.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.



**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of September 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

Agreement Number: Y5158  
Unique Identifier Code: FL0162

**AMERICAN RESCUE PLAN ACT  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Lake City, City of (the "Non-Entitlement Unit" or "Recipient").

**RECITALS**

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,<sup>1</sup> and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$6,186,544.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
  - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

<sup>1</sup> <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

unit of local government of 50% of the total amount allocated to the non-entitlement unit.<sup>2</sup> Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024<sup>3</sup>, such as:
  - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
  - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
  - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
    - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;<sup>4</sup>
    - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;<sup>5</sup>
    - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;<sup>6</sup>
    - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;<sup>7</sup> and
    - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.<sup>8</sup>
  - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."<sup>9</sup> Examples of essential workers include, but are not limited to:
    - 1. Staff at nursing homes, hospitals, and home care settings;
    - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
    - 3. Janitors, truck drivers, transit staff, and warehouse workers
    - 4. Public health and safety staff;
    - 5. Childcare workers, educators, and other school staff; and

<sup>2</sup> "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

<sup>3</sup> <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<sup>4</sup> See Federal Register, pg. 26790.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 26791

<sup>7</sup> *Id.* at 26791-26797

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 26797

- 6. Social service and human services staff.<sup>10</sup>
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.<sup>11</sup>
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.<sup>12</sup>
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

#### (5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
  - i. The following 2 CFR policy requirements apply to this assistance listing<sup>13</sup>:
    - Subpart B, General provisions;
    - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
    - Subpart D, Post Federal; Award Requirements;
    - Subpart E, Cost Principles; and
    - Subpart F, Audit Requirements.
  - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

#### (6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 26799

<sup>12</sup> *Id.* at 26802

<sup>13</sup> As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4458  
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4455  
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

## **(7) PAYMENT**

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
  - Authorized representative name, title, and email;
  - Contact person name, title, phone, and email;
  - Financial institution information (e.g., routing and account number, financial institution name and contact information);
  - Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
  - Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
  - Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
  - i.

The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii.

The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

**(10) REPORTS**

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

**(11) LIABILITY**

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

**(12) TERMINATION**

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

**(13) MISCELLANEOUS**

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions



or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
- g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
- m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.



- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

**(14) LOBBYING PROHIBITION**

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
  - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**(15) REQUIRED CONTRACTUAL PROVISIONS**

**a. EQUAL OPPORTUNITY EMPLOYMENT**

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**b. COPELAND ANTI-KICKBACK ACT**

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

**c. CONTRACT WORK HOURS AND SAFETY STANDARDS**

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

**d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

"Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)."

**e. SUSPENSION AND DEBARMENT**

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **BYRD ANTI-LOBBYING AMENDMENT**

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) **ATTACHMENTS.** The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) **LEGAL AUTHORIZATION.** The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

**RECIPIENT**

Lake City, City of

By:

Name and title:

Date:

FEIN : 596000352

DUNS : 020983110

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: **Kevin Guthrie, Director**

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

## Exhibit 1

### Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

#### State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$6,186,544.00

**Attachment A**

**ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification**

I, \_\_\_\_\_, am the Authorized Agent of Lake City, City of ("Recipient") and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida ("State") for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient's Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
  - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
  - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

**By:**  
**Signature:**  
**Title:**  
**Date:**

**Attachment B**  
**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Recipient, \_\_\_\_\_, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:

Signature:

Title: \_

Date: \_



## **Attachment C**

### **Program Statutes and Regulations**

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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Lake City, City of

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Date

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Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address:

Lake City, City of

Address:

DUNS Number: 020983110

Taxpayer Identification Number: 596000352

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Lake City, City of

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_

Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and



- Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are



determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**File Attachments for Item:**

17. City Council Resolution No. 2021-141 - A resolution of the City Council of the City of Lake City, Florida, authorizing the write-off of delinquent utility accounts through September 30, 2019; finding the delinquent utility accounts to be uncollectable; and providing an effective date.

Meeting Date
<b>09-20-2021</b>

# *City of Lake City*

## *Report to Council*

AGENDA	
Section	
Item No.	

**SUBJECT: Non-collectible Accounts Receivable Write Off**

**DEPT. / OFFICE: Finance Administration / Customer Service**

<b>Originator:</b> <b>Finance</b>		
<b>Interim City Manager</b> <b>Ami Mitchell Fields</b>	<b>Department Director</b> <b>Donna Duncan</b>	<b>Date</b> <b>9/13/2021</b>
<b>Recommended Action:</b> Approval to write off 619 non-collectible utility accounts totaling \$164,651.43 for the period ending September 30, 2019. This is 0.901% of the amount billed for that period for utility accounts.		
<b>Summary Explanation &amp; Background:</b> These non-collectible accounts are related to water, sewer, gas and garbage utility accounts that are delinquent. Finance and Customer Service staff has reviewed and determined that these non-collectible accounts should be written off as bad debt.		
<b>Alternatives:</b>		
<b>Source of Funds:</b> Bad Debt expense was budgeted in water-sewer fund, gas fund, and general fund.		
<b>Financial Impact:</b> The write off would reduce accounts receivable and would affect net income for FY 2021. No cash financial impact.		
<b>Exhibits Attached:</b> Bad Debt Edit Listing		

**RESOLUTION NUMBER 2021-141**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE WRITE-OFF OF DELINQUENT UTILITY ACCOUNTS THROUGH SEPTEMBER 30, 2019; FINDING THE DELINQUENT UTILITY ACCOUNTS TO BE UNCOLLECTABLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), currently has six hundred and nineteen (619) non-collectible utility accounts totaling one hundred sixty-four thousand six hundred fifty-one dollars and forty-three cents (\$164,651.43) for the period ending September 30, 2019 (hereinafter the “Delinquent Accounts”), a copy of which is attached hereto as “Exhibit A”; and

**WHEREAS**, the Delinquent Accounts are related to water, sewer, gas, and garbage utility accounts; and

**WHEREAS**, the Delinquent Accounts would reduce the accounts receivable and would affect the net income for the Fiscal Year 2021; and

**WHEREAS**, the Finance Department of the City, hereinafter the having reviewed the Delinquent Accounts recommends that the Delinquent Accounts be written off; and

**WHEREAS**, the City Council finds that it is in the best interests of the citizens of the City to write-off the Delinquent Accounts and classify the same as a bad debt.

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

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

**Section 2.** The City is hereby authorized to expense the Delinquent Accounts identified in “Exhibit A” and write-off said accounts totaling \$164,651.43 and classify the same as a bad debt.

*[The remainder of this page has been left blank intentionally.]*

**Section 3.** Effective date. This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_ day of September 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

# EXHIBIT A

Time period of Write off	FY21	FY20	FY19	FY18	FY17	FY16	FY15	FY14	FY13	FY12	FY11	FY10	FY10
	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014	9/30/2013	9/30/2012	9/30/2011	9/30/2010	9/30/2009	9/30/2008	9/30/2007
	wrote off two years in FY10												
<b>Utilities</b>													
Number of accts	619	657	615	744	945	854	532	854	881	1089	897	740	539
Write off amount	164,651.43	170,569.02	125,576.31	154,083.54	196,813.56	191,435.65	109,376.35	169,180.96	221,337.84	317,163.67	203,345.75	150,299.43	106,491.80
<b>Tap &amp; Impact</b>													
Number of accts							1	1		1			
Write off amount							3,288.59	761.49		1,307.90			
<b>Septage</b>													
Number of accts								1		1			
Write off amount								3759.47		5888.13			
<b>Airport</b>													
Number of accts									2	3	1		
Write off amount									805.48	7135.98	679.5		
<b>Code Enforcement</b>													
Number of accts										1			
Write off amount										1156.34			
<b>Code Enforcement</b>													
Number of accts					163								
Write off amount					6,355.00								
<b>Total Accounts Wrote off</b>	<b>619</b>	<b>657</b>	<b>615</b>	<b>744</b>	<b>1108</b>	<b>854</b>	<b>533</b>	<b>856</b>	<b>883</b>	<b>1095</b>	<b>898</b>	<b>740</b>	<b>539</b>
<b>Total Dollars Write Off</b>	<b>164,651.43</b>	<b>170,569.02</b>	<b>125,576.31</b>	<b>154,083.54</b>	<b>203,168.56</b>	<b>191,435.65</b>	<b>112,664.94</b>	<b>173,701.92</b>	<b>222,143.32</b>	<b>332,652.02</b>	<b>204,025.25</b>	<b>150,299.43</b>	<b>106,491.80</b>

## THE CITY OF LAKE CITY

		FY 2019
<u>Utility Revenues</u>		
Water Service	410-343.60.01	\$ 7,065,869.41
Sewer Service	410-343.60.02	\$ 6,968,817.35
Gas Service	420-343.20.01	\$ 3,963,941.57
Gas Service Charge	420-343.20.03	\$ 30,293.68
Gas Miscellaneous Services	420-369.90	\$ 1,414.26
Garbage Service	001-323.70	\$ 241,942.38
Total Utility Revenue		<u>\$ 18,272,278.65</u>
Write Off Amount		<u>\$ 164,651.43</u>
		<u>0.901%</u>
<u>Airport Revenues</u>		
Airport Gas Sales	140-344.10	\$ 664,630.45
Airport Rents	140-362.00	\$ 527,480.08
Total Airport Revenue		<u>\$ 1,192,110.53</u>
Write Off Amount		<u>\$ -</u>
		<u>0.000%</u>



# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
000040-008	394 NW COLUMBIA AVE APT 202 Lake City, FL 32055		THOMPCKINS, JULIA S	\$624.24	\$624.24	\$624.24	09/24/2018	\$0.00
000050-019	394 NW COLUMBIA AVE APT 201 Lake City, FL 32055		KELSEY, TAHJ	\$452.97	\$452.97	\$452.97	08/23/2019	\$0.00
000140-016	151 NE ESCAMBIA ST LAKE CITY, FL 32055	12048000	Shaw, Alvin	\$342.89	\$342.89	\$342.89	05/31/2019	\$0.00
000140-017	151 NE ESCAMBIA ST LAKE CITY, FL 32055	12048000	Merriex, DeAnna	\$72.64	\$72.64	\$72.64	07/25/2019	\$0.00
000810-001	327 NE FRONIE ST LAKE CITY, FL 32055	11218000	WARREN, LISA	\$1,166.80	\$1,166.80	\$1,166.80	01/25/2019	\$0.00
000910-012	203 NE MONTANA ST LAKE CITY, FL 32055	10984000	Shavers, Tanda	\$448.01	\$448.01	\$448.01	03/22/2019	\$0.00
001310-008	281 NE MARTIN LUTHER KING ST LAKE CITY, FL 32055	10950000	JONES, BURNETT	\$105.58	\$105.58	\$105.58	12/14/2018	\$0.00
001480-014	810 NE JOE CONEY TER LAKE CITY, FL 32055	11004000	Lee, Erma	\$324.77	\$324.77	\$324.77	02/21/2019	\$0.00
001740-006	1011 NE ABERDEEN AVE LAKE CITY, FL 32055	11092000	Steward, Frank	\$84.10	\$84.10	\$84.10	01/04/2019	\$0.00
001790-005	979 NE COLDWATER AVE LAKE CITY, FL 32055	11144000	Ellis, Joshua	\$1,108.56	\$1,108.56	\$1,108.56	12/05/2018	\$0.00
002000-006	546 NE MONTANA ST APT 102 Lake City, FL 32055		Byrden, Kimberly	\$8.75	\$8.75	\$8.75	04/02/2019	\$0.00
002030-003	904 NE COLDWATER AVE LAKE CITY, FL 32055	11153000	Brown , Tylina	\$137.22	\$137.22	\$137.22	12/31/2018	\$0.00
002040-004	850 NE COLDWATER AVE LAKE CITY, FL 32055	11159000	HAYES, ZIPPORIAH D	\$99.78	\$99.78	\$99.78	08/06/2019	\$0.00
002130-006	456 NE MORGAN ST LAKE CITY, FL 32055	11013000	Grubbs, John	\$412.13	\$412.13	\$412.13		\$0.00
002190-005	906 NE ABERDEEN AVE LAKE CITY, FL 32055	11119000	JOHNSON, RONNIE JR	\$405.03	\$405.03	\$405.03	09/09/2019	\$0.00
002510-013	187 NE MARTIN LUTHER KING ST LAKE CITY, FL 32055	10967000	Evans , Chiquita	\$349.59	\$349.59	\$349.59	02/21/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
002510-014	187 NE MARTIN LUTHER KING ST LAKE CITY, FL 32055	10967000	Banks, Clarence D	\$346.19	\$346.19	\$346.19	09/23/2019	\$0.00
002870-003	904 NW TEXAS AVE LAKE CITY, FL 32055	11558000	WILSON, HENRY	\$187.00	\$187.00	\$187.00	11/05/2020	\$0.00
003470-007	407 NW DARLING PL Lake City, FL 32055		Parrish, Rosemary	\$58.14	\$58.14	\$58.14	12/03/2018	\$0.00
003760-002	886 NW FLORIDA AVE LAKE CITY, FL 32055	11506001	Folsom, Leann	\$488.56	\$488.56	\$488.56	10/08/2018	\$0.00
003920-001	556 NW HARPERS PL Lake City, FL 32055		WINTONS, VERA JEAN	\$94.33	\$94.33	\$94.33	02/20/2019	\$0.00
004120-005	261 NW WILSON ST LAKE CITY, FL 32055	11273000	Avinger, Antoinette S	\$489.34	\$489.34	\$489.34	12/14/2018	\$0.00
004120-006	261 NW WILSON ST LAKE CITY, FL 32055	11273000	Canestra, Brianna	\$156.42	\$156.42	\$156.42	08/06/2019	\$0.00
004170-001	336 NW WILSON ST LAKE CITY, FL 32055	11264001	DALLAS, LINDA KAY	\$212.07	\$212.07	\$212.07	02/06/2019	\$0.00
004230-009	395 NW WILSON ST LAKE CITY, FL 32055	11285000	DONALDSON, DOROTHY J	\$356.54	\$356.54	\$356.54	04/30/2019	\$0.00
004650-002	609 NW GALLOWAY PL LAKE CITY, FL 32055	11316000	TURPIN, WILLIE	\$396.84	\$396.84	\$396.84		\$0.00
004940-006	814 NW OAKLAWN TER LAKE CITY, FL 32055	11702004	Cason, Gerald L	\$730.59	\$730.59	\$730.59	10/11/2018	\$0.00
005030-001	877 NW WILSON ST LAKE CITY, FL 32055	11702015	PERRY, BRENDA	\$477.64	\$477.64	\$477.64	10/26/2018	\$0.00
005340-004	907 NW DYSON TER LAKE CITY, FL 32055	11678000	Thomas, Tanika	\$223.76	\$223.76	\$223.76	02/08/2019	\$0.00
005450-006	965 NW EARLY ST LAKE CITY, FL 32055	11656000	Campbell, Violet D	\$190.35	\$190.35	\$190.35	02/21/2019	\$0.00
005950-002	569 NW LONG ST LAKE CITY, FL 32055	11461000	WILLIAMS, APRIL D	\$1,147.77	\$1,147.77	\$1,147.77	10/19/2018	\$0.00
006040-009	427 NW ALACHUA AVE LAKE CITY, FL 32055	11976000	Fender, Keri J	\$563.85	\$563.85	\$563.85	01/23/2019	\$0.00
006060-008	181 NW FRANKLIN ST APT 102 Lake City, FL 32055		Harris, Amarrey R	\$135.41	\$135.41	\$135.41	03/01/2019	\$0.00
006100-010	165 NW FRANKLIN ST APT 102 Lake City, FL 32055		Henry, Joseph	\$81.02	\$81.02	\$81.02	11/27/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
006100-011	165 NW FRANKLIN ST APT 102 Lake City, FL 32055		Johnson, Jordan T	\$102.24	\$102.24	\$102.24	05/10/2019	\$0.00
006300-005	314 NW HILLSBORO ST LAKE CITY, FL 32055	12239000	FOWLER, KELSEY B	\$189.75	\$189.75	\$189.75	09/03/2019	\$0.00
006370-009	367 NW GARNET GLN LAKE CITY, FL 32055	12200000	Viamari, Anthony G	\$208.11	\$208.11	\$208.11	07/09/2019	\$0.00
006380-004	382 NW GARNET GLN LAKE CITY, FL 32055	12201000	Mitchell, Constowilla	\$666.48	\$666.48	\$666.48	02/22/2019	\$0.00
006830-005	328 NW MADISON ST LAKE CITY, FL 32055	12254000	Westenberger, Wilma	\$407.54	\$407.54	\$407.54		\$0.00
007220-004	767 NW ORANGE ST LAKE CITY, FL 32055	12406000	INGRAHAM, DESHARO	\$212.73	\$212.73	\$212.73	10/01/2018	\$0.00
007270-010	158 NW WALKER TER LAKE CITY, FL 32055	12360000	HOWELL, LATOSHIA	\$849.42	\$849.42	\$849.42	12/17/2018	\$0.00
007350-010	451 NW ORANGE ST APT 102 Lake City, FL 32055		WHITSETT, STEVEN	\$294.33	\$294.33	\$294.33	01/16/2019	\$0.00
007350-011	451 NW ORANGE ST APT 102 Lake City, FL 32055		CHESTNUT, SAMANTHA	\$343.39	\$343.39	\$343.39	05/09/2019	\$0.00
007370-007	439 NW ORANGE ST APT 102 Lake City, FL 32055		Warner, Derek	\$533.57	\$533.57	\$533.57	12/21/2018	\$0.00
007870-009	1418 NW WAYNE PL APT 103 Lake City, FL 32055		Cantrell, Karen	\$56.74	\$56.74	\$56.74	10/08/2018	\$0.00
007900-008	1418 NW WAYNE PL APT 201 Lake City, FL 32055		Pauley, Tod M	\$94.32	\$94.32	\$94.32	07/24/2019	\$0.00
007940-011	1442 NW WAYNE PL APT 101 Lake City, FL 32055		KELLY, PRECIOUS L	\$192.02	\$192.02	\$192.02	02/26/2019	\$0.00
007940-012	1442 NW WAYNE PL APT 101 Lake City, FL 32055		Burnham, Candace	\$322.28	\$322.28	\$322.28	08/22/2019	\$0.00
007950-010	1442 NW WAYNE PL APT 201 Lake City, FL 32055		Queen , James L JR	\$124.93	\$124.93	\$124.93	06/11/2019	\$0.00
007960-015	1442 NW WAYNE PL APT 103 Lake City, FL 32055		Persing, Stephen	\$323.68	\$323.68	\$323.68	07/16/2019	\$0.00
008020-011	1468 NW WAYNE PL APT 104 Lake City, FL 32055		Guillen, Mary H	\$11.39	\$11.39	\$11.39	06/13/2019	\$0.00
008040-008	1468 NW WAYNE PL APT 102 Lake City, FL 32055		Thomas , Shelby	\$616.94	\$616.94	\$616.94	11/09/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
009380-002	2510 W US HWY 90 STE 101 Lake City, FL 32055		ABU AYYASH IAHAQ	\$81.27	\$81.27	\$81.27	06/10/2019	\$0.00
009890-002	331 SW SANDLIN AVE LAKE CITY, FL 32025	06231000	BEVILLE, TRACI	\$249.11	\$249.11	\$249.11	06/05/2019	\$0.00
010030-004	368 SW SISTERS WELCOME RD LAKE CITY, FL 32025	06230000	BEVILLE, TRACI	\$9.30	\$9.30	\$9.30	06/07/2019	\$0.00
010340-004	3874 NW ARCHER ST APT 101 Lake City, FL 32055		Alston, Jordan D	\$198.32	\$198.32	\$198.32	11/19/2018	\$0.00
010350-007	3872 NW ARCHER ST APT 102 Lake City, FL 32055		Walker, Ciara S	\$776.21	\$776.21	\$776.21	11/06/2018	\$0.00
010380-007	3856 NW ARCHER ST APT 102 Lake City, FL 32055		Stopka, Brittany L	\$73.51	\$73.51	\$73.51	05/29/2019	\$0.00
010410-004	3834 NW ARCHER ST APT 101 Lake City, FL 32055		Francis, La'eva	\$81.03	\$81.03	\$81.03	12/31/2018	\$0.00
010430-003	3820 NW ARCHER ST APT 101 Lake City, FL 32055		Ross, Marquis A	\$338.81	\$338.81	\$338.81	10/16/2018	\$0.00
010490-009	425 NW LAKE CITY AVE APT 102 Lake City, FL 32055		WHITE, MARY	\$505.82	\$505.82	\$505.82	09/20/2019	\$0.00
010560-007	3887 NW ARCHER ST APT 102 Lake City, FL 32055		Seng, John Pay	\$90.12	\$90.12	\$90.12	04/03/2019	\$0.00
010660-009	3827 NW ARCHER ST APT 102 Lake City, FL 32055		Dasher, Stanford	\$80.31	\$80.31	\$80.31	11/02/2018	\$0.00
010720-010	3787 NW ARCHER ST APT 102 Lake City, FL 32055		CAMPBELL, LASHARIE	\$369.50	\$369.50	\$369.50	10/23/2018	\$0.00
010830-008	3799 NW HUNTSBORO ST APT 101 Lake City, FL 32055		Hill, Leonard C	\$274.84	\$274.84	\$274.84	11/08/2018	\$0.00
010890-007	3817 NW HUNTSBORO ST APT 101 Lake City, FL 32055		Maseko, Edwards K	\$157.53	\$157.53	\$157.53	04/12/2019	\$0.00
010920-009	3820 NW HUNTSBORO ST APT 103 Lake City, FL 32055		Ramsey , Harold	\$120.50	\$120.50	\$120.50	06/11/2019	\$0.00
010940-008	3822 NW HUNTSBORO ST APT 102 Lake City, FL 32055		RIGGS, BRIANNA B	\$386.54	\$386.54	\$386.54	07/17/2019	\$0.00
010960-008	3846 NW HUNTSBORO ST APT 103 Lake City, FL 32055		Mauk, Sara	\$141.21	\$141.21	\$141.21	06/28/2019	\$0.00
011060-005	3844 NW HUNTSBORO ST APT 101 Lake City, FL 32055		HOFMANN, CHERYL	\$183.40	\$183.40	\$183.40	07/03/2019	\$0.00

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
011070-008	3839 NW HUNTSBORO ST APT 101 Lake City, FL 32055	02484031	DuBois, Sarah	\$127.08	\$127.08	\$127.08	06/25/2019	\$0.00
011080-009	3839 NW HUNTSBORO ST APT 102 Lake City, FL 32055	02484031	Boatright, Houston Allen	\$282.37	\$282.37	\$282.37	06/27/2019	\$0.00
011140-010	3853 NW HUNTSBORO ST APT 102 Lake City, FL 32055		Waters, Laura	\$475.87	\$475.87	\$475.87	07/20/2018	\$0.00
011140-012	3853 NW HUNTSBORO ST APT 102 Lake City, FL 32055		HICKS, DANIEL M	\$520.55	\$520.55	\$520.55	09/09/2019	\$0.00
011150-008	3853 NW HUNTSBORO ST APT 103 Lake City, FL 32055		PETERSON, DOROTHY F	\$214.37	\$214.37	\$214.37	09/04/2018	\$0.00
011210-009	519 NW LAKE CITY AVE APT 102 Lake City, FL 32055		BRADSHAW, AMBER	\$87.38	\$87.38	\$87.38	10/15/2018	\$0.00
011240-013	501 NW LAKE CITY AVE APT 102 Lake City, FL 32055		Branham, Darrell	\$257.56	\$257.56	\$257.56	07/01/2019	\$0.00
011400-004	3796 NW ARCHER ST APT 102 Lake City, FL 32055		Czamecki, James	\$532.23	\$532.23	\$532.23	11/06/2018	\$0.00
011730-005	3757 NW HUNTSBORO ST APT 102 Lake City, FL 32055		HARTSFIELD, KIRBY M	\$476.13	\$476.13	\$476.13	01/25/2019	\$0.00
011860-006	3725 NW ARCHER ST APT 101 Lake City, FL 32055		PERKINS, VALENCIA L	\$247.30	\$247.30	\$247.30	08/26/2019	\$0.00
011960-006	1438 W US HWY 90 Lake City, FL 32055		LUCKY DUCK PALM BEACH LLC	\$1,449.83	\$1,449.83	\$1,449.83	06/13/2019	\$0.00
012310-001	1002 SW SPRING LN LAKE CITY, FL 32025	12549000	STRAWDER, KELLI M	\$337.09	\$337.09	\$337.09	11/19/2018	\$0.00
012320-018	983 SW SPRING LN LAKE CITY, FL 32025	12537000	HARRIS, SHELETHEA L	\$210.75	\$210.75	\$210.75	08/16/2019	\$0.00
012430-007	833 SW POPLAR LN APT 102 Lake City, FL 32025		FULTON, SHAKNEAIA M	\$523.27	\$523.27	\$523.27	05/22/2019	\$0.00
012480-005	879 SW POPLAR LN LAKE CITY, FL 32025	12554000	Vaughn, Patricia K	\$338.71	\$338.71	\$338.71	07/17/2019	\$0.00
012540-008	420 SW MCFARLANE AVE LAKE CITY, FL 32025	13952000	Taylor, Marvin W	\$170.95	\$170.95	\$170.95	04/17/2019	\$0.00
012700-001	464 SW THERESA CT LAKE CITY, FL 32025	13942000	TOMLINSON, JUDITH S	\$424.46	\$424.46	\$424.46	10/05/2018	\$0.00
012710-006	773 SW BALI LN APT 102 Lake City, FL 32025		HUTCHINSON, KENNETH M	\$64.36	\$64.36	\$64.36	08/30/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
012810-007	318 SW WALL TER APT 101 Lake City, FL 32025		Broome, Antoinette S	\$271.13	\$271.13	\$271.13	08/28/2019	\$0.00
012840-009	338 SW WALL TER APT 102 Lake City, FL 32025		Taylor, Aljanor C	\$57.48	\$57.48	\$57.48	10/02/2018	\$0.00
012840-011	338 SW WALL TER APT 102 Lake City, FL 32025		Hutcherson, Monica Bristol	\$313.54	\$313.54	\$313.54	06/18/2019	\$0.00
013190-006	374 SW SAINT JOHNS ST LAKE CITY, FL 32025	12441001	Terry, Lydia	\$142.11	\$142.11	\$142.11	09/09/2019	\$0.00
013230-013	340 SW SAINT JOHNS ST APT 102 Lake City, FL 32025		Harless, Latasha D	\$343.65	\$343.65	\$343.65	11/27/2018	\$0.00
013250-010	340 SW SAINT JOHNS ST APT 201 Lake City, FL 32025		Eaton, Megan	\$269.68	\$269.68	\$269.68	02/25/2019	\$0.00
013250-011	340 SW SAINT JOHNS ST APT 201 Lake City, FL 32025		ENGLISH, WHITNEY	\$200.74	\$200.74	\$200.74	07/29/2019	\$0.00
013890-005	642 S Marion AVE STE 102 Lake City, FL 32025		GOLDEN KAVE BUSINESS CENTER LLC / ROZARIO, Nevill Razario	\$237.87	\$237.87	\$237.87	12/28/2018	\$0.00
014560-011	419 SW ALAMO DR LAKE CITY, FL 32025	14050000	JONES, KELLY R	\$249.98	\$249.98	\$249.98	02/25/2019	\$0.00
016560-011	149 SW BALBOA PL LAKE CITY, FL 32025	08239000	Fuller , Donald	\$201.48	\$201.48	\$201.48	09/11/2019	\$0.00
017000-006	1407 SE LOQUAT WAY LAKE CITY, FL 32025	07835000	Lenoir, Dominique D	\$210.86	\$210.86	\$210.86	01/10/2019	\$0.00
017010-006	1395 SE LOQUAT WAY LAKE CITY, FL 32025	07836000	HARTUP, JEANETTE E	\$187.50	\$187.50	\$187.50	12/03/2018	\$0.00
017010-007	1395 SE LOQUAT WAY LAKE CITY, FL 32025	07836000	Carstarphen , Shakkiyya	\$36.11	\$36.11	\$36.11	09/04/2019	\$0.00
017020-007	1381 SE LOQUAT WAY LAKE CITY, FL 32025	07837000	WATTS, JOSEPH R	\$864.13	\$864.13	\$864.13	11/02/2018	\$0.00
017060-004	120 SE SAINT MARGARETS ST LAKE CITY, FL 32025	07840000	Smith, Antwan	\$201.14	\$201.14	\$201.14	03/18/2019	\$0.00
017080-001	155 SE SAINT MARGARETS ST LAKE CITY, FL 32025	14266000	MIZELL, PHYLLIS	\$69.77	\$69.77	\$69.77	02/08/2019	\$0.00
017240-001	747 SE DIVISION AVE LAKE CITY, FL 32025	14226000	THOMAS, JACOB	\$89.04	\$89.04	\$89.04	11/26/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
017340-006	603 SE DIVISION AVE LAKE CITY, FL 32025	14172000	Everett, Christy	\$426.02	\$426.02	\$426.02	12/04/2018	\$0.00
017370-009	300 SE BAYA DR LAKE CITY, FL 32025	14189000	Marotta, Ashley	\$63.31	\$63.31	\$63.31	02/01/2019	\$0.00
017370-010	300 SE BAYA DR LAKE CITY, FL 32025	14189000	GORRITZ, RUBEN	\$292.64	\$292.64	\$292.64	07/15/2019	\$0.00
017400-016	255 SE BAYA DR LAKE CITY, FL 32025	13810000	Sowards, James Robert	\$568.24	\$568.24	\$568.24	09/05/2019	\$0.00
017720-002	230 SE BROWN ST LAKE CITY, FL 32025	13804000	Frazier, Monica	\$63.68	\$63.68	\$63.68	10/26/2018	\$0.00
017730-014	469 SE ISABELLA WAY LAKE CITY, FL 32025	13805000	Robel, Jamie	\$387.07	\$387.07	\$387.07	05/10/2019	\$0.00
017750-009	231 SE BROWN ST APT 102 Lake City, FL 32025		Trail, Jordan	\$250.96	\$250.96	\$250.96	01/17/2019	\$0.00
017770-008	231 SE BROWN ST APT 104 Lake City, FL 32025		Landolt, Charles A	\$202.51	\$202.51	\$202.51	01/29/2019	\$0.00
017780-005	231 SE BROWN ST APT 103 Lake City, FL 32025		SMITH, CRYSTAL	\$1,153.21	\$1,153.21	\$1,153.21	12/05/2018	\$0.00
017860-001	328 SE BROWN ST LAKE CITY, FL 32025	13738000	LANCASTER, PATRICIA	\$211.40	\$211.40	\$211.40	06/17/2019	\$0.00
018020-006	330 SE BAYA DR LAKE CITY, FL 32025	14192000	Lang, Joyce E	\$215.12	\$215.12	\$215.12	05/29/2019	\$0.00
018180-009	629 SE CAMP ST APT 102 Lake City, FL 32025		Hayes, Nathaniel E	\$269.25	\$269.25	\$269.25	12/14/2018	\$0.00
018240-010	390 SE BAKER AVE Lake City, FL 32025		Ervin, William	\$1,047.47	\$1,047.47	\$1,047.47	05/13/2019	\$0.00
018280-011	645 SE PUTNAM ST LAKE CITY, FL 32025	13404000	Kirby, Jordan	\$255.72	\$255.72	\$255.72	04/03/2019	\$0.00
018280-013	645 SE PUTNAM ST LAKE CITY, FL 32025	13404000	Gainer, Latodd E	\$281.39	\$281.39	\$281.39	08/23/2019	\$0.00
018290-012	634 SE PUTNAM ST LAKE CITY, FL 32025	13602000	JENKINS, MARCELLA S	\$588.42	\$588.42	\$588.42	10/26/2018	\$0.00
018290-013	634 SE PUTNAM ST LAKE CITY, FL 32025	13602000	Coxwell, Shaun	\$260.87	\$260.87	\$260.87	01/28/2019	\$0.00
018290-015	634 SE PUTNAM ST LAKE CITY, FL 32025	13602000	Stephenson, Ashley	\$55.99	\$55.99	\$55.99	09/06/2019	\$0.00

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
018460-010	740 SE BROWN ST LAKE CITY, FL 32025	13623000	NEWBY, CATHERN	\$94.38	\$94.38	\$94.38	11/15/2018	\$0.00
018490-004	660 SE CAMP ST LAKE CITY, FL 32025	13583000	Martin, Christy A	\$271.87	\$271.87	\$271.87	11/14/2018	\$0.00
018720-004	226 SE ERMINE AVE LAKE CITY, FL 32025	13390000	POWELL, BARBARA A	\$74.19	\$74.19	\$74.19	04/15/2019	\$0.00
018740-005	748 SE MONROE ST Lake City, FL 32025	13446000	TAYLOR, JUAN T	\$181.67	\$181.67	\$181.67	12/07/2018	\$0.00
018750-013	751 SE MONROE ST LAKE CITY, FL 32025	13388000	Allen, Batia	\$276.84	\$276.84	\$276.84	04/05/2019	\$0.00
018880-003	640 SE DADE ST LAKE CITY, FL 32025	13399000	Larson, Sasha	\$260.85	\$260.85	\$260.85	07/24/2019	\$0.00
019020-012	245 SE MARSH TER LAKE CITY, FL 32025	13434000	COHEN, APRIL R	\$65.47	\$65.47	\$65.47	10/04/2018	\$0.00
019020-013	245 SE MARSH TER LAKE CITY, FL 32025	13434000	Curtis, Fran	\$59.59	\$59.59	\$59.59	06/03/2019	\$0.00
019080-006	595 SE PUTNAM ST LAKE CITY, FL 32025	13401000	Walker, Vernika	\$280.79	\$280.79	\$280.79	01/29/2019	\$0.00
019490-003	240 SE VICKERS TER LAKE CITY, FL 32025	13304000	Howard, Walter	\$330.66	\$330.66	\$330.66	05/09/2019	\$0.00
019760-007	353 SE MCCRAY AVE LAKE CITY, FL 32025	13696000	Fudge Williams, Allisha	\$346.82	\$346.82	\$346.82	12/11/2018	\$0.00
019940-002	582 SE SAINT JOHNS ST LAKE CITY, FL 32025	13352000	Norman, Shay'la L	\$259.77	\$259.77	\$259.77	10/24/2018	\$0.00
019980-008	639 SE SAINT JOHNS ST LAKE CITY, FL 32025	13327000	Harrington, David F	\$265.38	\$265.38	\$265.38	04/25/2019	\$0.00
020080-003	405 E DUVAL ST Lake City, FL 32055		CHANCES FOR CHILDREN	\$900.73	\$900.73	\$900.73	11/05/2018	\$0.00
020140-011	323 E DUVAL ST 302 Lake City, FL 32055		Terry, Anthony	\$70.14	\$70.14	\$70.14	10/30/2018	\$0.00
020670-008	454 E DUVAL ST Lake City, FL 32055		Eber, Crystal	\$362.54	\$362.54	\$362.54	03/12/2019	\$0.00
020790-005	983 E DUVAL ST LAKE CITY, FL 32055	12862000	All Star Detailing, LLC	\$1,291.20	\$1,291.20	\$1,291.20	07/24/2019	\$0.00
020900-006	1120 SE SAINT JOHNS ST LAKE CITY, FL 32025	13077000	REEVES, REBECCA L	\$192.25	\$192.25	\$192.25	10/25/2018	\$0.00



## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
021030-005	993 SE MONROE ST LAKE CITY, FL 32025	12980000	ARTEAGA, ANGELA M	\$537.57	\$537.57	\$537.57	12/18/2018	\$0.00
021270-003	986 SE BROCK GLN LAKE CITY, FL 32025	12961000	JONES, CRISIE B	\$478.61	\$478.61	\$478.61	08/28/2019	\$0.00
021290-004	948 SE BROCK GLN LAKE CITY, FL 32025	12958000	NELSON, JOHANNA G.	\$389.64	\$389.64	\$389.64	07/24/2019	\$0.00
021450-002	459 SE CASTILLO TER LAKE CITY, FL 32025	13476000	Rivera, Antonio Luis	\$72.58	\$72.58	\$72.58	12/28/2018	\$0.00
021470-001	429 SE CASTILLO TER LAKE CITY, FL 32025	13478000	CHRISTIE, FREDERICK D	\$281.12	\$281.12	\$281.12	07/17/2019	\$0.00
021480-006	417 SE CASTILLO TER LAKE CITY, FL 32025	13479000	Dunaway, Anthony S	\$456.45	\$456.45	\$456.45	03/22/2019	\$0.00
021480-007	417 SE CASTILLO TER LAKE CITY, FL 32025	13479000	Rowe, Jaime	\$241.70	\$241.70	\$241.70	06/28/2019	\$0.00
021500-009	377 SE CASTILLO TER LAKE CITY, FL 32025	13482000	REYNOLDS, CAMERON C	\$387.78	\$387.78	\$387.78	03/12/2019	\$0.00
021750-002	1116 SE PUTNAM ST LAKE CITY, FL 32025	06621000	BRADLEY, ERNESTINE	\$66.87	\$66.87	\$66.87	11/05/2018	\$0.00
021840-001	819 SE PUTNAM ST LAKE CITY, FL 32025	13032000	LAMB DIESEL & FRAME SERVICE	\$1,090.85	\$1,090.85	\$1,090.85	08/28/2019	\$0.00
021970-010	810 SE MONROE ST LAKE CITY, FL 32025	13053000	WALDO, MICHAEL	\$673.72	\$673.72	\$673.72	09/26/2019	\$0.00
022270-005	384 NE PATTERSON AVE LAKE CITY, FL 32055	11860000	GLOVER, PRISCILLA	\$333.12	\$333.12	\$333.12	09/05/2019	\$0.00
022300-002	410 NE PATTERSON AVE Lake City, FL 32055		HARRIS, HENRY	\$529.13	\$529.13	\$529.13	01/02/2019	\$0.00
022350-004	681 NE LAKE DR LAKE CITY, FL 32055	13151000	Woodard, Thomas	\$516.05	\$516.05	\$516.05	01/17/2019	\$0.00
022350-005	681 NE LAKE DR LAKE CITY, FL 32055	13151000	JOHNSON, LAURENCE	\$327.69	\$327.69	\$327.69	05/22/2019	\$0.00
022350-006	681 NE LAKE DR LAKE CITY, FL 32055	13151000	Debow, John	\$160.47	\$160.47	\$160.47	07/01/2019	\$0.00
022390-012	605 NE LAKE DR LAKE CITY, FL 32055	13180000	Miller, Karrie	\$121.03	\$121.03	\$121.03	02/04/2019	\$0.00
022460-010	576 NE LAKE DR LAKE CITY, FL 32055	13166000	GASKINS, HUBERT L	\$488.33	\$488.33	\$488.33	04/23/2019	\$0.00

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
022500-012	622 NE LAKE DR LAKE CITY, FL 32055	13171000	Crews, Leslie M	\$269.68	\$269.68	\$269.68	09/09/2019	\$0.00
024200-004	506 NE SAINT CLAIR ST LAKE CITY, FL 32055	10850000	Albritton, Jessica	\$263.96	\$263.96	\$263.96	10/04/2018	\$0.00
024240-002	689 NE ABERDEEN AVE LAKE CITY, FL 32055	10912000	BOYD, ANTHONY	\$65.75	\$65.75	\$65.75	10/29/2018	\$0.00
024460-008	568 NE CONGRESS AVE LAKE CITY, FL 32055	11749000	Jackson, Gladnell	\$998.36	\$998.36	\$998.36	09/17/2018	\$0.00
024520-006	527 NE FAIRVIEW ST LAKE CITY, FL 32055	10863000	Dunning, George	\$262.34	\$262.34	\$262.34	01/04/2019	\$0.00
024780-002	463 NE SIMMS DR LAKE CITY, FL 32055	11847000	JOHNSON, CYRUS H	\$177.33	\$177.33	\$177.33	03/05/2019	\$0.00
024950-012	580 NE LEON ST LAKE CITY, FL 32055	11781000	Seymore, Coty	\$416.20	\$416.20	\$416.20	07/17/2019	\$0.00
025510-009	537 SE WALDRON TER LAKE CITY, FL 32025	13522000	Reese, Tyrone	\$127.88	\$127.88	\$127.88	07/09/2019	\$0.00
025770-012	414 SE LOMOND AVE LAKE CITY, FL 32025	06631000	BROADSTREET, CHRISTINA D	\$153.54	\$153.54	\$153.54	10/24/2018	\$0.00
026810-002	1212 SW FAIRFAX GLN LAKE CITY, FL 32025	08019112	Roberts, Louis	\$109.15	\$109.15	\$109.15		\$0.00
026840-002	616 SE ELOISE AVE LAKE CITY, FL 32025	06806000	GREENFIELD, RACHEL	\$7.37	\$7.37	\$7.37	09/11/2019	\$0.00
027510-004	117 SE DANIELLE PL LAKE CITY, FL 32025	06699000	WILSON, JOHN G	\$17.74	\$17.74	\$17.74	01/16/2019	\$0.00
027550-002	160 SE DANIELLE PL LAKE CITY, FL 32025	06707000	HEATH, ALBERT	\$487.71	\$487.71	\$487.71	06/16/2019	\$0.00
027660-012	1326 NW YUKON GLN Lake City, FL 32055		HAYWARD, SAMANTHA M	\$347.65	\$347.65	\$347.65	11/27/2018	\$0.00
027780-014	1330 NW KLONDIKE GLN Lake City, FL 32055	06056001	Walker , Corinthian	\$101.10	\$101.10	\$101.10	06/03/2019	\$0.00
027870-002	1329 NW KLONDIKE GLN Lake City, FL 32055		WILKINS, TRAVIS G	\$68.28	\$68.28	\$68.28	04/08/2019	\$0.00
027880-010	1332 NW ALASKA GLN Lake City, FL 32055		Parker, Christopher J	\$177.89	\$177.89	\$177.89	03/04/2019	\$0.00
027980-018	468 NW RIDGEWOOD AVE Lake City, FL 32055		DOAK, LINDA	\$416.80	\$416.80	\$416.80	05/09/2019	\$0.00

## City of Lake City

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Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
028290-005	633 NW PALM DR LAKE CITY, FL 32055	05969000	Rowe, Kyle	\$403.10	\$403.10	\$403.10	12/13/2018	\$0.00
028570-005	531 NW PALM DR LAKE CITY, FL 32055	05974000	MCMANUS, CAROLYN D	\$240.54	\$240.54	\$240.54	01/28/2019	\$0.00
028980-001	1151 NW ASHLEY ST LAKE CITY, FL 32055	05870002	WACHA BANKRUPTCY, LISA C	\$202.73	\$202.73	\$202.73	03/06/2019	\$0.00
029010-011	1105 NW ASHLEY ST LAKE CITY, FL 32055	05870005	Bass, Taylor	\$251.48	\$251.48	\$251.48	06/17/2019	\$0.00
029330-007	1277 NW ASHLEY ST LAKE CITY, FL 32055	05873000	Robinson, Cassie	\$234.92	\$234.92	\$234.92	04/08/2019	\$0.00
029400-010	1244 NW ASHLEY ST LAKE CITY, FL 32055	05919000	Thompson, Marcus	\$414.96	\$414.96	\$414.96	05/30/2019	\$0.00
029570-001	893 NW HIGHLANDS LOOP LAKE CITY, FL 32055	05931000	DORMINEY, TINA LYNN	\$142.60	\$142.60	\$142.60	12/03/2018	\$0.00
029580-005	887 NW HIGHLANDS LOOP LAKE CITY, FL 32055	05932000	BOWLES, JAWANNA D	\$454.58	\$454.58	\$454.58	10/17/2018	\$0.00
030250-001	266 SE JAMES AVE LAKE CITY, FL 32025	06860000	STRICKLAND, DORIS	\$59.55	\$59.55	\$59.55	01/25/2019	\$0.00
030390-010	227 SE CRAIG AVE LAKE CITY, FL 32025	06838000	CARLISLE, MICHELLE A	\$29.60	\$29.60	\$29.60	09/26/2019	\$0.00
031330-001	423 SE COUNTRY CLUB RD LAKE CITY, FL 32025	07239000	REVIS, JAMIE T.	\$237.68	\$237.68	\$237.68	01/04/2019	\$0.00
031860-007	576 SE DEFENDER DR LAKE CITY, FL 32025	07140000	Henry, Martin L	\$274.66	\$274.66	\$274.66	03/01/2019	\$0.00
032640-001	214 SE GREG PL LAKE CITY, FL 32025	06989020	ASAY, LOIS	\$174.39	\$174.39	\$174.39	04/29/2019	\$0.00
032880-002	720 SE DEFENDER DR LAKE CITY, FL 32025	07002001	Anthony Lynn Investments	\$41.84	\$41.84	\$41.84	08/07/2019	\$0.00
033210-002	500 SE TRIBBLE ST LAKE CITY, FL 32025	07012002	LEGUIRE, LANCE R	\$13.13	\$13.13	\$13.13	10/03/2018	\$0.00
033240-002	657 SE COUNTRY CLUB RD LAKE CITY, FL 32025	07218000	MILLER, JOHN B	\$78.42	\$78.42	\$78.42	07/23/2019	\$0.00
033330-002	550 SE OLUSTEE AVE Lake City, FL 32025		JOYCE, GREGORY S	\$20.74	\$20.74	\$20.74	07/15/2019	\$0.00
034590-006	566 NE JACKSONVILLE LOOP LAKE CITY, FL 32055	06514000	Bishop-Cooks, Nneaka S	\$50.39	\$50.39	\$50.39	06/25/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
034730-009	1367 E DUVAL ST LAKE CITY, FL 32055	06390000	Brantley, Donald	\$210.44	\$210.44	\$210.44	04/25/2019	\$0.00
034740-005	1343 E DUVAL ST LAKE CITY, FL 32055	06388000	Ducker, Kenneth E II	\$146.98	\$146.98	\$146.98	04/25/2019	\$0.00
035070-008	178 NE TREASURE CT LAKE CITY, FL 32055	05768000	Cooper , Glenda	\$263.77	\$263.77	\$263.77	12/13/2018	\$0.00
035070-009	178 NE TREASURE CT LAKE CITY, FL 32055	05768000	Gissendanner, Brenda	\$146.71	\$146.71	\$146.71	09/20/2019	\$0.00
035210-001	138 NE ROSE TER Lake City, FL 32055		HOLIDAY, LOUVENIA	\$129.47	\$129.47	\$129.47	02/20/2019	\$0.00
035550-001	119 NE FUDGE GLN Lake City, FL 32055		FUDGE, ALPHONSO	\$119.27	\$119.27	\$119.27	03/18/2019	\$0.00
036300-008	117 SE VET LOOP Lake City, FL 32025		Bell, Rebeka	\$68.25	\$68.25	\$68.25	04/01/2019	\$0.00
036300-009	117 SE VET LOOP Lake City, FL 32025		Anderson, Kassandra	\$59.13	\$59.13	\$59.13	09/13/2019	\$0.00
036960-006	1444 NE WASHINGTON ST LAKE CITY, FL 32055	06340000	CHANDLER, RODDRICK	\$259.24	\$259.24	\$259.24	12/17/2018	\$0.00
037250-004	433 NE JACKSONVILLE LOOP LAKE CITY, FL 32055	06310000	Fulton , George III	\$63.16	\$63.16	\$63.16	08/13/2019	\$0.00
037540-002	202 SE BECKY TER Lake City, FL 32025		Curran, Charles	\$12.65	\$12.65	\$12.65	11/06/2018	\$0.00
037740-001	184 SE SABLE LN Lake City, FL 32025		BEHM, WALTER	\$399.48	\$399.48	\$399.48	03/18/2019	\$0.00
037900-006	362 NW LONG ST Lake City, FL 32055	11401000	REESE, MICHAEL D	\$658.56	\$658.56	\$658.56	07/09/2019	\$0.00
038000-003	545 NW JEFFERSON ST APT 101 Lake City, FL 32055		MURPHY, MIQUISHA V	\$118.94	\$118.94	\$118.94	04/04/2019	\$0.00
038020-003	767 NW REDDING AVE APT 101 Lake City, FL 32055		White, Thelma	\$145.28	\$145.28	\$145.28	06/18/2019	\$0.00
038040-001	767 NW REDDING AVE APT 103 Lake City, FL 32055		GRIFFIN, MARY F	\$516.44	\$516.44	\$516.44	09/21/2018	\$0.00
038230-004	760 NW FLORIDA AVE LAKE CITY, FL 32055	11375001	CRUMITIE, DEON	\$298.44	\$298.44	\$298.44	08/27/2019	\$0.00
038270-011	771 NW FLORIDA AVE Lake City, FL 32055		Means, Sophia E	\$185.23	\$185.23	\$185.23	02/19/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
038440-009	677 NW ALMA AVE LAKE CITY, FL 32055	11278000	Foreman, Danta	\$506.39	\$506.39	\$506.39	10/26/2018	\$0.00
038440-010	677 NW ALMA AVE LAKE CITY, FL 32055	11278000	WILLIAMSON, DELISHIA J	\$271.04	\$271.04	\$271.04	07/19/2019	\$0.00
038460-003	697 NW ALMA AVE LAKE CITY, FL 32055	11343000	Mingo, Consuelo A	\$186.36	\$186.36	\$186.36	06/11/2019	\$0.00
038490-007	704 NW ALMA AVE APT 102 Lake City, FL 32055		WILLIAMS, ZINA L	\$432.96	\$432.96	\$432.96	07/26/2018	\$0.00
038790-001	705 NW TEXAS AVE LAKE CITY, FL 32055	11355001	JERNIGAN, ELLA L	\$458.02	\$458.02	\$458.02	07/06/2018	\$0.00
038790-003	705 NW TEXAS AVE LAKE CITY, FL 32055	11355001	Copeland, Deiedra M	\$99.17	\$99.17	\$99.17	03/18/2019	\$0.00
038840-002	129 NW LEE LN LAKE CITY, FL 32055	11417000	RICHARDSON, BILLIE F	\$334.74	\$334.74	\$334.74	03/20/2019	\$0.00
039130-003	409 NW FERN BROOK LOOP LAKE CITY, FL 32055	06044000	Love, Stephanie	\$431.75	\$431.75	\$431.75	05/08/2019	\$0.00
039140-003	421 NW FERN BROOK LOOP LAKE CITY, FL 32055	06046000	ROBINSON, SYBIL E	\$811.04	\$811.04	\$811.04	01/25/2019	\$0.00
039850-001	303 NW IRMA AVE LAKE CITY, FL 32055	12242000	PUESCHEL, IRIS J	\$132.17	\$132.17	\$132.17	01/30/2019	\$0.00
039940-005	480 NW HAMILTON ST LAKE CITY, FL 32055	12297000	Boles, Derek	\$54.27	\$54.27	\$54.27	01/30/2019	\$0.00
039990-006	311 NW STADIUM TER LAKE CITY, FL 32055	12291000	CHERRY, SABRINA	\$322.66	\$322.66	\$322.66	04/01/2019	\$0.00
040020-001	479 NW HILLSBORO ST LAKE CITY, FL 32055	12193000	MURPHY , DANIEL P SR	\$369.94	\$369.94	\$369.94	07/11/2018	\$0.00
040020-003	479 NW HILLSBORO ST LAKE CITY, FL 32055	12193000	Flowers, Marie C	\$142.47	\$142.47	\$142.47	08/27/2019	\$0.00
040100-009	340 NW HILTON AVE LAKE CITY, FL 32055	12194000	Sims, Robin	\$67.02	\$67.02	\$67.02	11/26/2018	\$0.00
040100-011	340 NW HILTON AVE LAKE CITY, FL 32055	12194000	CULLY, KATELYN C	\$109.57	\$109.57	\$109.57	07/12/2019	\$0.00
040320-010	395 NW DESOTO ST APT 101 Lake City, FL 32055		Hall, Christopher	\$428.48	\$428.48	\$428.48	03/26/2019	\$0.00
040340-006	395 NW DESOTO ST APT 104 Lake City, FL 32055		WOOD, JOHN D	\$468.84	\$468.84	\$468.84	03/19/2019	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
040700-004	929 NW EADIE ST LAKE CITY, FL 32055	05985000	MCCRAY, ANTHONY D	\$97.87	\$97.87	\$97.87	06/06/2019	\$0.00
040870-011	1070 SW MCFARLANE AVE APT 101 Lake City, FL 32025		RICHERSON, DONALD	\$149.33	\$149.33	\$149.33	11/05/2018	\$0.00
041980-008	1015 SW MCFARLANE AVE APT 101 Lake City, FL 32025		Rieber, Beverly N	\$251.25	\$251.25	\$251.25	07/31/2019	\$0.00
042470-006	938 SW BAYA DR LAKE CITY, FL 32025	12531001	BARBEE, MARC M	\$137.68	\$137.68	\$137.68	10/31/2018	\$0.00
042470-007	938 SW BAYA DR LAKE CITY, FL 32025	12531001	BIDDLE, JENNIFER	\$429.36	\$429.36	\$429.36	07/26/2019	\$0.00
042930-010	174 SW HILTON AVE LAKE CITY, FL 32025	12383000	Williams, Sherry L	\$109.08	\$109.08	\$109.08	08/07/2019	\$0.00
044640-001	781 SW ALAMO DR LAKE CITY, FL 32025	07940001	HUDSON, HOLLY D	\$837.98	\$837.98	\$837.98	01/24/2019	\$0.00
044710-004	803 SW HELEN TER LAKE CITY, FL 32025	14032000	LUCIER, NELSON	\$8.73	\$8.73	\$8.73	10/15/2018	\$0.00
044720-001	785 SW HELEN TER LAKE CITY, FL 32025	14033000	FIFE, ERNEST R	\$66.56	\$66.56	\$66.56	12/10/2018	\$0.00
044890-001	368 SW HARRISON PL LAKE CITY, FL 32025	14018000	SMITH JR, TERRY S	\$5.00	\$5.00	\$5.00	03/31/2021	\$0.00
046460-002	918 SE LANTANA LOOP LAKE CITY, FL 32025	07740000	MELTON, JAMES E	\$724.75	\$724.75	\$724.75	10/15/2018	\$0.00
047030-003	202 SW BALBOA PL LAKE CITY, FL 32025	08243000	Schoener, Ramona	\$183.70	\$183.70	\$183.70	06/26/2019	\$0.00
047560-010	2584 S Marion AVE APT 102 Lake City, FL 32025		Phillips, Santonia D	\$138.18	\$138.18	\$138.18	01/08/2019	\$0.00
047700-011	255 SW DAVACA GLN APT 102 Lake City, FL 32025		Hutcherson, Kendra	\$141.39	\$141.39	\$141.39	09/30/2019	\$0.00
047740-011	223 SW DAVACA GLN 101 Lake City, FL 32025		German, James	\$397.73	\$397.73	\$397.73	08/22/2019	\$0.00
048570-006	762 SE CHURCH AVE APT 101 Lake City, FL 32025		HENDERSON, REGINA	\$445.30	\$445.30	\$445.30	12/03/2018	\$0.00
048610-002	350 SE LAKE FOREST PL LAKE CITY, FL 32025	14229001	Henderson, Anna R	\$261.09	\$261.09	\$261.09	07/11/2019	\$0.00
048670-009	804 SE CHURCH AVE APT 101 Lake City, FL 32025		Johnson, Shaquille D	\$509.98	\$509.98	\$509.98	09/12/2019	\$0.00

City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
048700-007	816 SE CHURCH AVE APT 101 Lake City, FL 32025		BARNES, DUDLEY J	\$303.38	\$303.38	\$303.38	10/29/2018	\$0.00
048730-006	392 SE LEHIGH LN LAKE CITY, FL 32025	14201000	SIMONETTI, JUDY M	\$74.85	\$74.85	\$74.85	09/27/2019	\$0.00
049010-001	636 SE BAYA DR LAKE CITY, FL 32025	13634000	COKER BANKRUPTCY, BEFAITHFUL	\$195.03	\$195.03	\$195.03	11/16/2018	\$0.00
049040-003	681 SE BAYA DR LAKE CITY, FL 32025	13629000	Thompson, Ashley	\$416.07	\$416.07	\$416.07	01/25/2019	\$0.00
049080-015	702 SE BAYA DR LAKE CITY, FL 32025	13638000	Tunsil II, Carlton	\$140.70	\$140.70	\$140.70	08/16/2019	\$0.00
049200-006	674 SE HUGO LN LAKE CITY, FL 32025	13646000	Weyand , Thomas C	\$240.22	\$240.22	\$240.22	09/18/2019	\$0.00
049290-002	583 SE PENNSYLVANIA ST LAKE CITY, FL 32025	13690000	Hipp, Trevor E	\$119.18	\$119.18	\$119.18	06/11/2019	\$0.00
049460-011	501 SE BROWN ST LAKE CITY, FL 32025	13716000	Johnson, Kaila	\$54.76	\$54.76	\$54.76	10/03/2018	\$0.00
049470-004	524 SE CAMP ST LAKE CITY, FL 32025	13664000	Reed Jr, William R	\$92.92	\$92.92	\$92.92	04/11/2019	\$0.00
049960-003	246 SE CAMP ST APT 104 Lake City, FL 32025		SMITH, DONNELL	\$314.13	\$314.13	\$314.13	12/27/2018	\$0.00
050040-003	196 SE CAMP ST MM Lake City, FL 32025		Thomas, Rebecca M	\$806.35	\$806.35	\$806.35	01/28/2019	\$0.00
050740-014	668 SE NASSAU ST LAKE CITY, FL 32025	13339000	NORMAN, ROBIN T	\$273.15	\$273.15	\$273.15	07/22/2019	\$0.00
050760-017	642 SE NASSAU ST LAKE CITY, FL 32025	13336000	King, Cordez M	\$282.62	\$282.62	\$282.62	09/18/2019	\$0.00
051160-006	1051 E DUVAL ST SUITE 103 Lake City, FL 32055		Horseshoe Sweepstakes	\$287.74	\$287.74	\$287.74	03/12/2019	\$0.00
051400-007	123 NE BRADLEY TER LAKE CITY, FL 32055	12845000	POLLARD, RASHANDA D	\$34.81	\$34.81	\$34.81	10/25/2018	\$0.00
051430-010	167 NE BRADLEY TER LAKE CITY, FL 32055	12847000	Avis, Michelle	\$35.44	\$35.44	\$35.44	09/24/2019	\$0.00
051610-007	264 NE BRADLEY TER LAKE CITY, FL 32055	12898000	BERTOCCI, RICHARD M	\$144.27	\$144.27	\$144.27		\$0.00
051870-002	265 NE PATTERSON AVE LAKE CITY, FL 32055	13107011	SCOTT, RUDOLPH	\$495.61	\$495.61	\$495.61	11/30/2018	\$0.00

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
051960-002	837 E DUVAL ST LAKE CITY, FL 32055	12908000	REDLINE PERFORMANCE	\$1,059.52	\$1,059.52	\$1,059.52	05/07/2019	\$0.00
052420-006	683 NE BROADWAY AVE LAKE CITY, FL 32055	10790000	COOKS, CANDICE S	\$79.32	\$79.32	\$79.32	10/19/2018	\$0.00
052590-002	724 NE CENTER AVE LAKE CITY, FL 32055	10771000	Hamton, Shirley	\$379.49	\$379.49	\$379.49	04/17/2019	\$0.00
053070-005	897 NE TOM PAGE PL LAKE CITY, FL 32055	11901000	Chess, Jesse L	\$441.29	\$441.29	\$441.29	03/13/2021	\$0.00
053110-009	907 NE TOM PAGE PL LAKE CITY, FL 32055	11896000	Gibson, Tyesha	\$236.73	\$236.73	\$236.73	10/23/2018	\$0.00
053250-003	183 NE FRYER ST LAKE CITY, FL 32055	05712000	SANTO, CARRIE N	\$285.45	\$285.45	\$285.45	11/01/2018	\$0.00
053500-001	681 NE GURLEY AVE LAKE CITY, FL 32055	11178000	SHAW, ELLA	\$1,170.46	\$1,170.46	\$1,170.46	01/18/2019	\$0.00
053570-007	780 NE PATTERSON AVE LAKE CITY, FL 32055	10688000	PHILLIPS, KUSHUNTIE A	\$531.34	\$531.34	\$531.34	10/05/2018	\$0.00
053590-008	791 NE MARTIN LUTHER KING ST LAKE CITY, FL 32055	10691000	Fleming, Samuel	\$309.21	\$309.21	\$309.21	10/15/2018	\$0.00
053940-006	668 NW HOLIDAY DR LAKE CITY, FL 32055	06135000	Flinn, Joanne	\$27.74	\$27.74	\$27.74	09/03/2019	\$0.00
054280-006	517 NW GWEN LAKE AVE LAKE CITY, FL 32055	06020000	Hammons, Amy	\$202.11	\$202.11	\$202.11	04/16/2019	\$0.00
054390-005	452 NW SHELBY TER LAKE CITY, FL 32055	06009000	Cremin, Matthew	\$8.68	\$8.68	\$8.68	05/23/2019	\$0.00
054620-005	172 NW GWEN LAKE AVE APT 101 Lake City, FL 32055		Noonan, Donal M	\$374.62	\$374.62	\$374.62	12/12/2018	\$0.00
054620-006	172 NW GWEN LAKE AVE APT 101 Lake City, FL 32055		Finch, Stephanie	\$178.51	\$178.51	\$178.51	09/12/2019	\$0.00
054840-004	300 NW BURK AVE LAKE CITY, FL 32055	06071000	LEE, DANIEL E	\$706.01	\$706.01	\$706.01	01/24/2019	\$0.00
054840-005	300 NW BURK AVE LAKE CITY, FL 32055	06071000	ROWE, SHANNON D	\$20.74	\$20.74	\$20.74	04/22/2019	\$0.00
054900-008	1044 NW EADIE ST LAKE CITY, FL 32055	06173000	Henson Green, Shannon M	\$107.00	\$107.00	\$107.00	07/15/2019	\$0.00
054940-006	1004 NW EADIE ST APT 102 Lake City, FL 32055		Taylor, Dustin	\$256.98	\$256.98	\$256.98	12/18/2018	\$0.00



City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
054940-007	1004 NW EADIE ST APT 102 Lake City, FL 32055		Jones, Joenetris	\$323.47	\$323.47	\$323.47	06/17/2019	\$0.00
054970-008	980 NW EADIE ST APT 104 Lake City, FL 32055		Leite, Claudio Alves	\$114.48	\$114.48	\$114.48	06/27/2019	\$0.00
055100-013	352 SE ELOISE AVE LAKE CITY, FL 32025	06670000	Peterson, Brandy	\$22.03	\$22.03	\$22.03	03/21/2019	\$0.00
055100-014	352 SE ELOISE AVE LAKE CITY, FL 32025	06670000	Martin, Donna	\$16.01	\$16.01	\$16.01	09/11/2019	\$0.00
055260-007	495 SE MONTROSE AVE Lake City, FL 32025		Robinson, Austin	\$224.39	\$224.39	\$224.39	11/30/2018	\$0.00
055260-008	495 SE MONTROSE AVE Lake City, FL 32025		LITTLE, GARY	\$24.16	\$24.16	\$24.16	08/07/2019	\$0.00
055310-003	492 SE MONTROSE AVE LAKE CITY, FL 32025	06660000	RICHARDS, RODNEY	\$213.14	\$213.14	\$213.14	09/05/2019	\$0.00
055600-001	241 SE MONTROSE AVE LAKE CITY, FL 32025	06593000	FORTNEY, HEATHER A	\$72.20	\$72.20	\$72.20	12/12/2018	\$0.00
055740-001	177 SE MONTROSE AVE LAKE CITY, FL 32025	06586000	GROVES, ANNIE L	\$368.93	\$368.93	\$368.93	08/01/2018	\$0.00
055930-002	279 SE ELOISE AVE LAKE CITY, FL 32025	06424000	JENKINS, JOHNNIE	\$168.80	\$168.80	\$168.80	06/04/2019	\$0.00
056030-011	1410 E DUVAL ST Lake City, FL 32055		PADGETT, DEBBIE J	\$176.48	\$176.48	\$176.48	12/17/2018	\$0.00
056260-001	355 NE SUNNYBROOK ST LAKE CITY, FL 32055	05180001	KENT, JOHN J	\$188.46	\$188.46	\$188.46	05/24/2018	\$0.00
056310-002	313 NE SUNNYBROOK ST LAKE CITY, FL 32055	05208000	PAYNE, CLEVELAND O	\$461.98	\$461.98	\$461.98	09/05/2019	\$0.00
056480-001	1775 N US HWY 441 LAKE CITY, FL 32055		DORA'S PARADISE & LEARNING ACD	\$867.86	\$867.86	\$867.86	04/30/2019	\$0.00
056680-010	143 NE HOWARD ST LAKE CITY, FL 32055	05269001	Fulton, Timothy	\$27.22	\$27.22	\$27.22	09/19/2019	\$0.00
056700-006	166 NE LAVERNE ST LAKE CITY, FL 32055	05271000	Ford, Falishia	\$20.96	\$20.96	\$20.96	10/24/2018	\$0.00
057010-002	2101 N US HWY 441 LAKE CITY, FL 32055	05190000	HOLLAND, JESSICA W	\$15.01	\$15.01	\$15.01	11/20/2018	\$0.00
057390-002	241 NW QUINTEN ST Lake City, FL 32055		HARVEY, CASSANDRA L.	\$108.57	\$108.57	\$108.57	12/07/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
057450-001	168 NW QUINTEN ST LAKE CITY, FL 32055	05416000	FOGLEMAN, NELL	\$232.81	\$232.81	\$232.81	03/29/2019	\$0.00
057600-004	213 NW GUERDON ST LAKE CITY, FL 32055	05475000	Hodges, Raymond	\$173.88	\$173.88	\$173.88	05/22/2019	\$0.00
057610-008	222 NW JOHNSON ST LAKE CITY, FL 32055	05469000	REEVES, MELISSA F	\$116.22	\$116.22	\$116.22	02/26/2019	\$0.00
057660-013	146 NW JOHNSON ST LAKE CITY, FL 32055	05491000	Palmer, Dason Z	\$294.54	\$294.54	\$294.54	03/26/2019	\$0.00
057700-005	139 NW GUERDON ST LAKE CITY, FL 32055	05521000	Strickland, Brent M	\$200.69	\$200.69	\$200.69	10/23/2018	\$0.00
057960-006	147 NW JEB TER Lake City, FL 32055		Greene, Julia	\$315.62	\$315.62	\$315.62	08/30/2019	\$0.00
058130-005	162 NW CONCRETE WAY LAKE CITY, FL 32055	05105000	Dickey, Anthony	\$2.82	\$2.82	\$2.82	06/17/2019	\$0.00
058760-006	1404 S Marion AVE APT 207 Lake City, FL 32025		Ballance, John	\$427.59	\$427.59	\$427.59	03/26/2019	\$0.00
058800-004	1404 S Marion AVE APT 105 Lake City, FL 32025		Givens, Niesha	\$121.91	\$121.91	\$121.91	02/06/2019	\$0.00
058850-008	1404 S Marion AVE APT 203 Lake City, FL 32025		Jackson, Eric P II	\$124.31	\$124.31	\$124.31	05/17/2019	\$0.00
058930-009	1448 S Marion AVE APT 205 Lake City, FL 32025		Martinez, Toni	\$342.24	\$342.24	\$342.24	03/05/2019	\$0.00
058940-012	1448 S Marion AVE APT 204 Lake City, FL 32025		GEIGER, REAGAN A	\$256.02	\$256.02	\$256.02	09/20/2019	\$0.00
058960-010	1448 S Marion AVE APT 103 Lake City, FL 32025		HOOKS, PATRICIA J	\$755.48	\$755.48	\$755.48	12/28/2018	\$0.00
059000-012	1448 S Marion AVE APT 201 Lake City, FL 32025		HERRERA, BRANDON A	\$120.95	\$120.95	\$120.95	10/03/2018	\$0.00
059000-014	1448 S Marion AVE APT 201 Lake City, FL 32025		WALKER, FRANK JR	\$70.14	\$70.14	\$70.14	08/16/2019	\$0.00
059020-011	1428 S Marion AVE APT 206 Lake City, FL 32025		Bennett, Cynthia A	\$63.20	\$63.20	\$63.20	05/02/2019	\$0.00
059070-008	1428 S Marion AVE APT 104 Lake City, FL 32025		Burnett, Lynda	\$314.56	\$314.56	\$314.56	01/25/2019	\$0.00
059070-009	1428 S Marion AVE APT 104 Lake City, FL 32025		BRIER, KENNETH J	\$20.95	\$20.95	\$20.95	08/30/2019	\$0.00

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## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
059090-007	1428 S Marion AVE APT 203 Lake City, FL 32025		Shortell, Allen	\$328.90	\$328.90	\$328.90	12/05/2018	\$0.00
059120-008	1428 S Marion AVE APT 202 Lake City, FL 32025		LEATHERS, CODY R	\$35.91	\$35.91	\$35.91	01/14/2019	\$0.00
059130-007	1428 S Marion AVE APT 101 Lake City, FL 32025		WAGNER, RICHARD	\$188.47	\$188.47	\$188.47	08/15/2019	\$0.00
059210-005	1394 S Marion AVE APT 102 Lake City, FL 32025		Hartsfield, Candice	\$192.20	\$192.20	\$192.20	03/20/2019	\$0.00
059460-004	698 SW BRANDYWINE DR APT 103 Lake City, FL 32025	02670002	Lee , Aaliyah	\$256.49	\$256.49	\$256.49	10/30/2018	\$0.00
059470-004	698 SW BRANDYWINE DR APT 102 Lake City, FL 32025	02670002	ROGERS, GINGER L	\$6.99	\$6.99	\$6.99	09/03/2019	\$0.00
059600-003	636 SW BRANDYWINE DR APT 104 Lake City, FL 32025	02670002	HIGDON, JASMINE	\$366.40	\$366.40	\$366.40	12/03/2018	\$0.00
059830-011	563 SW BRANDYWINE DR APT 106 Lake City, FL 32025		Henderson, Angela L	\$30.78	\$30.78	\$30.78	08/26/2019	\$0.00
059910-005	549 SW BRANDYWINE DR APT 103 Lake City, FL 32025		Robinson, Jasmine B	\$383.80	\$383.80	\$383.80	10/09/2018	\$0.00
059910-006	549 SW BRANDYWINE DR APT 103 Lake City, FL 32025		Brinson, Brenda	\$135.16	\$135.16	\$135.16	09/12/2019	\$0.00
059960-002	535 SW BRANDYWINE DR APT 103 Lake City, FL 32025	02670002	HIGHLAND, ZELDRUM T	\$175.44	\$175.44	\$175.44	08/22/2019	\$0.00
059980-007	535 SW BRANDYWINE DR APT 101 Lake City, FL 32025	02670002	ROCHESTER, KINSHAWDA	\$100.00	\$100.00	\$100.00	11/17/2019	\$0.00
060030-004	1135 SW GRANDVIEW ST LAKE CITY, FL 32025	07982000	Kyzar, Michael T	\$19.69	\$19.69	\$19.69	06/24/2019	\$0.00
060160-004	1048 SW ROSSBOROUGH CT APT 102 Lake City, FL 32025		Bishop, Karen L	\$108.20	\$108.20	\$108.20	06/14/2019	\$0.00
060180-007	1046 SW ROSSBOROUGH CT APT 101 Lake City, FL 32025		Mullings, Eltoneise W	\$198.32	\$198.32	\$198.32	07/08/2019	\$0.00
060590-002	2469 W US HWY 90 Lake City, FL 32055		PAYLESS SHOE SOURCE - Bankruptcy	\$228.68	\$228.68	\$228.68	12/20/2018	\$0.00
061210-010	1335 SW ZESTY CIR APT 103 Lake City, FL 32025		Jackson, Joshua L	\$77.44	\$77.44	\$77.44	10/22/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
061240-014	1315 SW ZESTY CIR APT 106 Lake City, FL 32025		ATWELL, DEBORAH J	\$100.56	\$100.56	\$100.56	12/11/2018	\$0.00
061250-009	1315 SW ZESTY CIR APT 105 Lake City, FL 32025		Williams, Brandiesha	\$110.19	\$110.19	\$110.19	06/12/2019	\$0.00
061310-007	1283 SW ZESTY CIR APT 105 Lake City, FL 32025		Newby, Gary L	\$1,056.71	\$1,056.71	\$1,056.71	01/03/2019	\$0.00
061310-008	1283 SW ZESTY CIR APT 105 Lake City, FL 32025		NEWBY, MICHAEL	\$410.05	\$410.05	\$410.05	05/29/2019	\$0.00
061440-008	525 NW SAGO GLN APT 101 Lake City, FL 32055	11602001	Rhym, Xaviera	\$252.27	\$252.27	\$252.27	12/18/2018	\$0.00
061710-007	1258 SW HAYGOOD LOOP APT 102 Lake City, FL 32025		WEYAND, BRANDIE N	\$163.69	\$163.69	\$163.69	02/04/2019	\$0.00
061720-008	1258 SW HAYGOOD LOOP APT 104 Lake City, FL 32025		MALDONADO, YESENIA	\$62.74	\$62.74	\$62.74	06/13/2019	\$0.00
061790-006	1314 SW HAYGOOD LOOP APT 102 Lake City, FL 32025		Clark, Victoria	\$746.98	\$746.98	\$746.98	01/17/2019	\$0.00
062130-001	807 NW FAIRWAY DR LAKE CITY, FL 32055	02311004	WYNNE, MARY C	\$138.23	\$138.23	\$138.23	06/28/2019	\$0.00
062610-003	1051 NW FRONTIER DR LAKE CITY, FL 32055	02308096	THOMPSON, JULIE	\$97.84	\$97.84	\$97.84	11/02/2018	\$0.00
062780-004	196 NW HARRIS LOOP LAKE CITY, FL 32055	02308054	HOFFER, WILLIAM	\$32.27	\$32.27	\$32.27	10/28/2019	\$0.00
062860-004	379 NW HARRIS LOOP LAKE CITY, FL 32055	02308063	Harrison, Leslie M	\$73.01	\$73.01	\$73.01	12/12/2018	\$0.00
062860-005	379 NW HARRIS LOOP LAKE CITY, FL 32055	02308063	The Nature Conservancy	\$33.44	\$33.44	\$33.44	07/18/2019	\$0.00
063140-004	337 NW FAIRWAY DR LAKE CITY, FL 32055	02309006	R & J PROPERTIES AND CONSTRUCTION LLC	\$779.17	\$779.17	\$779.17	10/26/2018	\$0.00
063390-004	545 NW CLUBVIEW CIR LAKE CITY, FL 32055	02346053	Lantropp, Victor	\$25.55	\$25.55	\$25.55		\$0.00
063760-009	232 SE LOMOND AVE APT 103 Lake City, FL 32025		Bell, Lariesha M	\$1,486.94	\$1,486.94	\$1,486.94	08/02/2019	\$0.00
063840-007	3789 NW ARCHER ST APT 101 Lake City, FL 32055	02484009	Harper, Dixie	\$36.03	\$36.03	\$36.03	10/16/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
064100-008	1822 N US HWY 441 LAKE CITY, FL 32055		Crawford, James D	\$59.99	\$59.99	\$59.99	03/24/2019	\$0.00
064190-006	3820 NW ARCHER ST APT 102 Lake City, FL 32055		MILLER, STEVE A	\$312.95	\$312.95	\$312.95	02/13/2019	\$0.00
064220-005	748 SW BRANDYWINE DR APT 102 Lake City, FL 32025		Dowling, Melissa	\$267.81	\$267.81	\$267.81	10/01/2018	\$0.00
064440-004	3873 NW HUNTSBORO ST APT 101 Lake City, FL 32055		COX, BRENDA	\$68.17	\$68.17	\$68.17	04/01/2019	\$0.00
064480-005	3874 NW ARCHER ST APT 102 Lake City, FL 32055		MCLAUGHLIN, CEREA THA D	\$117.94	\$117.94	\$117.94	05/31/2019	\$0.00
064510-005	698 SW BRANDYWINE DR APT 104 Lake City, FL 32025	02670002	MOULTON, HELEN K	\$187.14	\$187.14	\$187.14	11/09/2018	\$0.00
064690-013	3863 NW ARCHER ST APT 101 Lake City, FL 32055		Parker, Tenieka	\$146.14	\$146.14	\$146.14	05/14/2019	\$0.00
065000-001	275 SE ROSEWOOD CIR LAKE CITY, FL 32025	07592106	HOBLEY, AARON N	\$13.83	\$13.83	\$13.83	12/04/2018	\$0.00
065400-012	440 NE PRINCE ST Lake City, FL 32055		Irving, Valerie	\$863.97	\$863.97	\$863.97	01/16/2019	\$0.00
065400-013	440 NE PRINCE ST Lake City, FL 32055		Dorsey Jr, Hencile	\$57.24	\$57.24	\$57.24	07/05/2019	\$0.00
065560-010	401 SE CASTILLO TER LAKE CITY, FL 32025	13480000	Little, Lynzee R	\$413.57	\$413.57	\$413.57	04/05/2019	\$0.00
065560-011	401 SE CASTILLO TER LAKE CITY, FL 32025	13480000	Medina, Oscar W	\$239.71	\$239.71	\$239.71	08/09/2019	\$0.00
065600-005	3713 NW ARCHER ST APT 102 Lake City, FL 32055		Cooper, Lonnie	\$345.53	\$345.53	\$345.53	01/30/2019	\$0.00
066150-007	1399 SW ZESTY CIR APT 102 Lake City, FL 32025		FULFORD, AMELIA DARLENE	\$5.20	\$5.20	\$5.20	09/23/2019	\$0.00
066210-006	239 SW DAVACA GLN APT 101 Lake City, FL 32025		BRADLEY, ADA	\$261.27	\$261.27	\$261.27	03/27/2019	\$0.00
066270-007	1468 NW WAYNE PL APT 202 Lake City, FL 32055		Allen, Latoya N	\$38.79	\$38.79	\$38.79	07/26/2019	\$0.00
066330-007	582 NE LEON ST Lake City, FL 32055		BELFLOUR, PAMELA	\$319.96	\$319.96	\$319.96	06/17/2019	\$0.00
066350-010	1393 SW HAYGOOD LOOP APT 101 Lake City, FL 32025		Moore, Jackie D	\$141.52	\$141.52	\$141.52	02/01/2019	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
066350-011	1393 SW HAYGOOD LOOP APT 101 Lake City, FL 32025		Wilson, Richard	\$187.79	\$187.79	\$187.79	08/12/2019	\$0.00
066460-002	1445 SW MAIN BLVD SUITE 180 Lake City, FL 32025		Gain Train Nutrition	\$748.20	\$748.20	\$748.20	01/30/2019	\$0.00
066770-011	1744 SW IRONWOOD DR LAKE CITY, FL 32025	02664133	Dunning, Zian	\$280.41	\$280.41	\$280.41	11/27/2018	\$0.00
067250-001	1691 SW JUDY GLN LAKE CITY, FL 32025	02710013	STEWART, RICKY L	\$219.17	\$219.17	\$219.17	12/03/2018	\$0.00
068130-009	412 NE MORGAN ST LAKE CITY, FL 32055	11009000	BULLOCK, CHELSEA	\$125.05	\$125.05	\$125.05	06/04/2019	\$0.00
068630-001	320 NW INDIANA LN LAKE CITY, FL 32055	11277000	FREEMAN, NICODEMUS	\$313.54	\$313.54	\$313.54	06/24/2019	\$0.00
068840-008	1231 NW KLONDIKE GLN Lake City, FL 32055		BARRON, YOLANDA Y	\$207.22	\$207.22	\$207.22	01/25/2019	\$0.00
068840-009	1231 NW KLONDIKE GLN Lake City, FL 32055		Wells , Robin	\$25.89	\$25.89	\$25.89	03/04/2019	\$0.00
068890-008	1378 NW SKAGWAY GLN Lake City, FL 32055		FIGUEROA, CRYSTLE	\$86.61	\$86.61	\$86.61	10/01/2018	\$0.00
068890-010	1378 NW SKAGWAY GLN Lake City, FL 32055		Waldron, Shawn M	\$49.45	\$49.45	\$49.45	03/13/2019	\$0.00
069050-008	603 NE ABERDEEN AVE LAKE CITY, FL 32055	10849000	CHARTED COURSE REALTY GROUP LLC	\$150.85	\$150.85	\$150.85		\$0.00
069060-009	366 SW PONCE DE LEON AVE APT 101 Lake City, FL 32025		Salisbury, Nikolas	\$55.79	\$55.79	\$55.79	09/26/2019	\$0.00
069450-014	854 N Marion AVE LAKE CITY, FL 32055	11473000	Jones, Earnestine	\$648.22	\$648.22	\$648.22	12/03/2018	\$0.00
069850-016	1252 NW YUKON GLN Lake City, FL 32055		Dewitt, Nicky	\$385.72	\$385.72	\$385.72	07/11/2019	\$0.00
070050-003	1317 NW KLONDIKE GLN Lake City, FL 32055	06056001	Martinez, Heriberto	\$47.39	\$47.39	\$47.39	05/15/2019	\$0.00
070140-012	410 NW RIDGEWOOD AVE LAKE CITY, FL 32055	06056001	Ferguson, Michael W	\$131.51	\$131.51	\$131.51	04/11/2019	\$0.00
070230-012	1226 NW KLONDIKE GLN Lake City, FL 32055		McMillen, Madison D	\$228.60	\$228.60	\$228.60	04/26/2019	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
070250-011	506 NW RIDGEWOOD AVE Lake City, FL 32055		Graziani, Kenneth	\$436.14	\$436.14	\$436.14	03/26/2019	\$0.00
070610-004	335 NW COUNTY RD 25A LAKE CITY, FL 32055	05462000	Bradberry, Jenny M	\$286.05	\$286.05	\$286.05	11/07/2018	\$0.00
071040-010	278 NE TRINITY PL Lake City, FL 32055		Smiley, Mahala	\$361.96	\$361.96	\$361.96	02/21/2019	\$0.00
071110-003	1030 SW ROSSBOROUGH CT APT 101 Lake City, FL 32025		WOOTEN, JESSE F	\$232.35	\$232.35	\$232.35	07/16/2019	\$0.00
072370-002	482 SE ELOISE AVE Lake City, FL 32025		SMITH, AMANDA L	\$7.61	\$7.61	\$7.61	05/15/2019	\$0.00
072690-001	479 NE SIMMS DR LAKE CITY, FL 32055	11846000	HOUSE OF PRAYER	\$568.01	\$568.01	\$568.01	04/30/2019	\$0.00
072820-002	496 NW LONG ST LAKE CITY, FL 32055	11393000	LUCAS, ARDENIA G	\$424.34	\$424.34	\$424.34	01/31/2019	\$0.00
073180-003	266 SE ARAPAHOE LN LAKE CITY, FL 32025	07563002	RUIS, ANNA BELL	\$75.87	\$75.87	\$75.87	09/18/2019	\$0.00
074120-004	926 SW BROOKDALE DR LAKE CITY, FL 32025	07979117	BENKOCZY, MICHAEL	\$335.57	\$335.57	\$335.57	12/18/2018	\$0.00
074860-008	996 SE PUTNAM ST APT 102 Lake City, FL 32025		Stuart, James C	\$263.16	\$263.16	\$263.16	12/04/2018	\$0.00
074860-009	996 SE PUTNAM ST APT 102 Lake City, FL 32025		Jackson, Latonja E	\$181.64	\$181.64	\$181.64	02/28/2019	\$0.00
075040-002	751 SE PUTNAM ST LAKE CITY, FL 32025	13391016	Gray, Idell	\$994.34	\$994.34	\$994.34	11/28/2018	\$0.00
075060-002	605 NW HARPER PL LAKE CITY, FL 32055	11516011	Crumitie, Dejiion	\$177.64	\$177.64	\$177.64	08/20/2019	\$0.00
075130-004	910 SW SISTERS WELCOME RD SUITE 100 Lake City, FL 32025		Muraco, Gary JR	\$467.37	\$467.37	\$467.37	12/05/2018	\$0.00
075260-004	910 SW SISTERS WELCOME RD SUITE 118 Lake City, FL 32025		Leedom, John	\$300.34	\$300.34	\$300.34	01/29/2019	\$0.00
076160-006	153 NW GUERDON ST LAKE CITY, FL 32055	05489000	Isaac, Roosevelt	\$1,095.05	\$1,095.05	\$1,095.05	12/05/2018	\$0.00
076530-005	3670 NW ARCHER ST APT 101 Lake City, FL 32055		ALMEIDA, HENRY	\$338.88	\$338.88	\$338.88	03/14/2019	\$0.00

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Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
078050-002	4484 E US HWY 90 LAKE CITY, FL 32055		Menna, Gladys N	\$3,350.83	\$3,350.83	\$3,350.83		\$0.00
078790-001	1505 NW LAKE JEFFERY RD LAKE CITY, FL 32055	02287000	NORRIS, WINTON W	\$18.62	\$18.62	\$18.62	10/12/2018	\$0.00
079210-005	3685 NW HUNTSBORO ST APT 101 Lake City, FL 32055		STRONG, JUWANDDA E	\$111.95	\$111.95	\$111.95	12/07/2018	\$0.00
079810-003	491 NE BUDDY AVE LAKE CITY, FL 32055	05817000	Scippio, Demetrius	\$502.56	\$502.56	\$502.56	10/18/2018	\$0.00
080030-001	125 SW WHITETAIL CIR LAKE CITY, FL 32024	02732502	LOPEZ, SHANNA	\$71.75	\$71.75	\$71.75	11/27/2018	\$0.00
081420-010	355 NE BICKEL DR Lake City, FL 32055		POWERS, ELIZABETH E	\$346.67	\$346.67	\$346.67	05/30/2019	\$0.00
081730-003	829 NE PATTERSON AVE LAKE CITY, FL 32055	10679000	BANKS, NICOLE	\$729.45	\$729.45	\$729.45	04/25/2019	\$0.00
082000-005	1969 SW FALLON LN LAKE CITY, FL 32025	02664141	Stokes, Heather	\$186.49	\$186.49	\$186.49	07/05/2019	\$0.00
083000-001	961 SW THORNWOOD CIR APT 104 Lake City, FL 32025		GILL, MARJORIE F	\$589.88	\$589.88	\$589.88	06/14/2019	\$0.00
083470-009	2790 SW WINDSONG CIR APT 101 Lake City, FL 32025		Bates, Jessica	\$32.83	\$32.83	\$32.83	10/31/2018	\$0.00
083530-007	2680 SW WINDSONG CIR APT 103 Lake City, FL 32025		Davis, Donna M	\$9.99	\$9.99	\$9.99	09/06/2019	\$0.00
083540-008	2680 SW WINDSONG CIR APT 104 Lake City, FL 32025		Jackson, Edward	\$142.90	\$142.90	\$142.90	01/04/2019	\$0.00
083570-006	2680 SW WINDSONG CIR APT 107 Lake City, FL 32025		Farley Waters, Tina	\$65.31	\$65.31	\$65.31	04/01/2019	\$0.00
083600-007	2680 SW WINDSONG CIR APT 202 Lake City, FL 32025		DODSON, NICOLE S	\$11.92	\$11.92	\$11.92	01/04/2019	\$0.00
083620-012	2680 SW WINDSONG CIR APT 204 Lake City, FL 32025		Lopez, Lydia	\$374.42	\$374.42	\$374.42	10/29/2018	\$0.00
083630-011	2680 SW WINDSONG CIR APT 205 Lake City, FL 32025		Strickland, Jared E	\$172.43	\$172.43	\$172.43	08/20/2019	\$0.00
083690-012	2720 SW WINDSONG CIR APT 104 Lake City, FL 32025		NEWTON, CANDAYSHA L	\$279.57	\$279.57	\$279.57	09/24/2019	\$0.00
083740-008	2720 SW WINDSONG CIR APT 201 Lake City, FL 32025		Abuayyash, Mohd	\$497.78	\$497.78	\$497.78	08/12/2019	\$0.00



City of Lake City

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Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
083790-013	2720 SW WINDSONG CIR APT 206 Lake City, FL 32025		Baxter, William	\$223.99	\$223.99	\$223.99	09/23/2019	\$0.00
083800-006	2720 SW WINDSONG CIR APT 207 Lake City, FL 32025		Granville, Precious	\$464.64	\$464.64	\$464.64	05/07/2019	\$0.00
083810-008	2720 SW WINDSONG CIR APT 208 Lake City, FL 32025		Gordon, Charles	\$385.85	\$385.85	\$385.85	07/22/2019	\$0.00
083820-008	2720 SW WINDSONG CIR APT 303 Lake City, FL 32025		FENNELL, DIANA S.	\$265.12	\$265.12	\$265.12	12/05/2018	\$0.00
083920-009	2790 SW WINDSONG CIR APT 108 Lake City, FL 32025		BUTLER, BETTY A	\$661.18	\$661.18	\$661.18	08/07/2019	\$0.00
084020-007	2790 SW WINDSONG CIR APT 304 Lake City, FL 32025		BUTLER, TENNILLE S	\$508.62	\$508.62	\$508.62	02/21/2019	\$0.00
084020-009	2790 SW WINDSONG CIR APT 304 Lake City, FL 32025		SOLBERG, JOSHUA N	\$292.32	\$292.32	\$292.32	09/23/2019	\$0.00
084140-012	2830 SW WINDSONG CIR APT 203 Lake City, FL 32025		KEITH, MANKESHIA R	\$274.68	\$274.68	\$274.68	11/02/2018	\$0.00
084140-014	2830 SW WINDSONG CIR APT 203 Lake City, FL 32025		Waller, Cathleen B	\$198.45	\$198.45	\$198.45	09/10/2019	\$0.00
084260-004	2860 SW WINDSONG CIR APT 104 Lake City, FL 32025		Harrison, Jasmyne	\$269.69	\$269.69	\$269.69	04/02/2019	\$0.00
084650-010	2990 SW WINDSONG CIR APT 201 Lake City, FL 32025		Oney, Lugeena	\$511.68	\$511.68	\$511.68	02/25/2019	\$0.00
084690-009	2990 SW WINDSONG CIR APT 205 Lake City, FL 32025		Zarza, Kelsi	\$101.33	\$101.33	\$101.33	08/01/2019	\$0.00
084850-008	3025 SW WINDSONG CIR APT 202 Lake City, FL 32025		Grant , Nicholas	\$341.49	\$341.49	\$341.49	11/09/2018	\$0.00
084860-008	3025 SW WINDSONG CIR APT 203 Lake City, FL 32025		BOONE II, ALFONZO	\$79.32	\$79.32	\$79.32	11/21/2018	\$0.00
084900-008	3025 SW WINDSONG CIR APT 207 Lake City, FL 32025		LEE, KAYLA A	\$693.00	\$693.00	\$693.00	05/17/2019	\$0.00
084910-006	3025 SW WINDSONG CIR APT 208 Lake City, FL 32025		Mcallister, Nathaniel	\$347.45	\$347.45	\$347.45	02/12/2019	\$0.00
084920-010	3040 SW WINDSONG CIR APT 102 Lake City, FL 32025		James-Morris, Tonia	\$136.92	\$136.92	\$136.92	05/21/2019	\$0.00
084950-009	3040 SW WINDSONG CIR APT 105 Lake City, FL 32025		Thomas, Quintirra A	\$125.31	\$125.31	\$125.31	04/25/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
084990-009	3040 SW WINDSONG CIR APT 201 Lake City, FL 32025		Lewis, Kameka Kkilah	\$260.09	\$260.09	\$260.09	01/23/2019	\$0.00
085180-005	3045 SW WINDSONG CIR APT 205 Lake City, FL 32025		Howard, Brittany	\$295.28	\$295.28	\$295.28	03/07/2019	\$0.00
085410-004	222 SW CARDINAL PL LAKE CITY, FL 32025	02662000	Zamoyta, Jessica	\$78.64	\$78.64	\$78.64	04/30/2019	\$0.00
086570-003	710 SW SYMPHONY LOOP APT 105 Lake City, FL 32025		LAVERDURE, CHARLENE	\$166.73	\$166.73	\$166.73	03/19/2019	\$0.00
086620-008	710 SW SYMPHONY LOOP APT 207 Lake City, FL 32025		HICKS, MYKERRIA N	\$371.29	\$371.29	\$371.29	01/23/2019	\$0.00
086630-004	710 SW SYMPHONY LOOP APT 301 Lake City, FL 32025		Park, Kelsey	\$453.89	\$453.89	\$453.89	06/05/2019	\$0.00
086650-010	710 SW SYMPHONY LOOP APT 305 Lake City, FL 32025		Davis , Kira	\$325.55	\$325.55	\$325.55	08/29/2019	\$0.00
086660-008	710 SW SYMPHONY LOOP APT 307 Lake City, FL 32025		MOODY, DENISHA R	\$212.61	\$212.61	\$212.61	11/05/2018	\$0.00
086700-008	710 SW SYMPHONY LOOP APT 108 Lake City, FL 32025		DAVIS, JESSY	\$414.81	\$414.81	\$414.81	12/04/2018	\$0.00
086750-005	710 SW SYMPHONY LOOP APT 302 Lake City, FL 32025		Williams, LaQuan	\$239.03	\$239.03	\$239.03	05/22/2019	\$0.00
086760-013	710 SW SYMPHONY LOOP APT 304 Lake City, FL 32025		George, Bruna	\$263.06	\$263.06	\$263.06	07/29/2019	\$0.00
086830-009	770 SW SYMPHONY LOOP APT 201 Lake City, FL 32025		Moore, Carolyn	\$870.89	\$870.89	\$870.89	02/25/2019	\$0.00
086840-008	770 SW SYMPHONY LOOP APT 203 Lake City, FL 32025		Harris, Markisha	\$249.87	\$249.87	\$249.87	03/08/2019	\$0.00
086840-009	770 SW SYMPHONY LOOP APT 203 Lake City, FL 32025		Goodman, Haley	\$412.28	\$412.28	\$412.28	09/09/2019	\$0.00
086850-010	770 SW SYMPHONY LOOP APT 205 Lake City, FL 32025		STATEN, JANET Y	\$306.92	\$306.92	\$306.92	10/17/2018	\$0.00
086890-011	770 SW SYMPHONY LOOP APT 305 Lake City, FL 32025		Brown, Tabitha	\$631.92	\$631.92	\$631.92	02/28/2019	\$0.00
086920-007	770 SW SYMPHONY LOOP APT 104 Lake City, FL 32025		Bennett, Carol	\$265.49	\$265.49	\$265.49	03/08/2019	\$0.00
086920-008	770 SW SYMPHONY LOOP APT 104 Lake City, FL 32025		Franks, Autumn	\$341.21	\$341.21	\$341.21	09/12/2019	\$0.00

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## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
086950-012	770 SW SYMPHONY LOOP APT 202 Lake City, FL 32025		McCloud, Leon	\$766.76	\$766.76	\$766.76	08/28/2019	\$0.00
086970-009	770 SW SYMPHONY LOOP APT 206 Lake City, FL 32025		Ruffin, Gloria	\$298.93	\$298.93	\$298.93	12/04/2018	\$0.00
086990-008	770 SW SYMPHONY LOOP APT 302 Lake City, FL 32025		Graham, Treashonna	\$891.46	\$891.46	\$891.46	01/15/2019	\$0.00
087030-010	800 SW SYMPHONY LOOP APT 101 Lake City, FL 32025		Davis, Andre L SR	\$154.85	\$154.85	\$154.85	12/31/2018	\$0.00
087080-010	800 SW SYMPHONY LOOP APT 203 Lake City, FL 32025		Smith, Andrew	\$283.50	\$283.50	\$283.50	11/20/2018	\$0.00
087110-005	800 SW SYMPHONY LOOP APT 301 Lake City, FL 32025		McGowan, Shanieka	\$62.98	\$62.98	\$62.98	06/03/2019	\$0.00
087170-013	800 SW SYMPHONY LOOP APT 106 Lake City, FL 32025		Mesa, Jose	\$63.88	\$63.88	\$63.88	07/15/2019	\$0.00
087190-008	800 SW SYMPHONY LOOP APT 202 Lake City, FL 32025		Witt, Errol	\$485.28	\$485.28	\$485.28	05/14/2019	\$0.00
087210-009	800 SW SYMPHONY LOOP APT 206 Lake City, FL 32025		Lucas , Shannon	\$420.77	\$420.77	\$420.77	02/25/2019	\$0.00
087230-005	800 SW SYMPHONY LOOP APT 302 Lake City, FL 32025		MERRICK, SATONYA T	\$389.82	\$389.82	\$389.82	06/20/2019	\$0.00
087260-009	800 SW SYMPHONY LOOP APT 308 Lake City, FL 32025		ZERON, CAROLINA	\$467.53	\$467.53	\$467.53	05/10/2019	\$0.00
087360-004	850 SW SYMPHONY LOOP APT 303 Lake City, FL 32025		DONNELL, DANIELLE	\$282.32	\$282.32	\$282.32	01/24/2019	\$0.00
087450-010	850 SW SYMPHONY LOOP APT 206 Lake City, FL 32025		Wilson, Shontae	\$261.61	\$261.61	\$261.61	09/11/2019	\$0.00
087460-008	850 SW SYMPHONY LOOP APT 208 Lake City, FL 32025		Brinson, Jeaneen	\$210.43	\$210.43	\$210.43	11/19/2018	\$0.00
087510-012	665 SW SYMPHONY LOOP APT 101 Lake City, FL 32025		SMITH, DOMESHA S	\$491.93	\$491.93	\$491.93	08/28/2019	\$0.00
087560-009	665 SW SYMPHONY LOOP APT 203 Lake City, FL 32025		Baker , Frances	\$584.08	\$584.08	\$584.08	03/14/2019	\$0.00
087570-008	665 SW SYMPHONY LOOP APT 205 Lake City, FL 32025		CHEATHAM, ROSHANDIA L	\$168.83	\$168.83	\$168.83	12/04/2018	\$0.00
087600-010	665 SW SYMPHONY LOOP APT 303 Lake City, FL 32025		Taylor, Salandra N	\$424.93	\$424.93	\$424.93	04/29/2019	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
087620-008	665 SW SYMPHONY LOOP APT 307 Lake City, FL 32025		Webb, Leslie	\$539.37	\$539.37	\$539.37	05/14/2019	\$0.00
087730-010	665 SW SYMPHONY LOOP APT 306 Lake City, FL 32025		CROWSEY, SABRINA A	\$435.67	\$435.67	\$435.67	12/04/2018	\$0.00
087760-006	585 SW SYMPHONY LOOP APT 103 Lake City, FL 32025		Carwise, Tramane	\$280.00	\$280.00	\$280.00	05/02/2020	\$0.00
087810-007	585 SW SYMPHONY LOOP APT 201 Lake City, FL 32025		Montalvo, Ashley	\$178.80	\$178.80	\$178.80	02/15/2019	\$0.00
087810-008	585 SW SYMPHONY LOOP APT 201 Lake City, FL 32025		Passno, Braedyn	\$79.48	\$79.48	\$79.48	08/30/2019	\$0.00
087820-008	585 SW SYMPHONY LOOP APT 203 Lake City, FL 32025		JONES, HUNTER	\$70.99	\$70.99	\$70.99	09/05/2019	\$0.00
087860-008	585 SW SYMPHONY LOOP APT 211 Lake City, FL 32025		Weatherspoon, Shatterra	\$50.15	\$50.15	\$50.15	03/13/2019	\$0.00
087920-004	585 SW SYMPHONY LOOP APT 104 Lake City, FL 32025		SHORT, KRISTI M	\$340.34	\$340.34	\$340.34	02/12/2019	\$0.00
087990-008	585 SW SYMPHONY LOOP APT 206 Lake City, FL 32025		SHEAR, SARA	\$107.20	\$107.20	\$107.20	10/08/2018	\$0.00
089170-003	134 NW JIMMY WAY LAKE CITY, FL 32055	04999000	BARWICK, DUSTY W	\$233.88	\$233.88	\$233.88	01/02/2019	\$0.00
090190-009	189 SW PHEASANT WAY Lake City, FL 32024		Calligan, Kenneth	\$88.53	\$88.53	\$88.53	03/14/2019	\$0.00
090730-008	160 SE HEDGE PL Lake City, FL 32025		Rentsch, Michael	\$81.36	\$81.36	\$81.36	06/03/2019	\$0.00
090980-004	157 NW BRADY CIR Lake City, FL 32055		Welch, Catherine	\$66.58	\$66.58	\$66.58	07/08/2019	\$0.00
091070-006	191 SW TEMPY PL APT 101 Lake City, FL 32025		Geiger, Elizabeth Y	\$13.11	\$13.11	\$13.11	08/27/2019	\$0.00
091160-001	889 SW GATOR CT LAKE CITY, FL 32025	08028143	ROBERTS, CHRISTINA D	\$103.23	\$103.23	\$103.23	08/12/2019	\$0.00
091350-002	207 NW JIMMY WAY LAKE CITY, FL 32055	04987000	SAUNDERS, WALTER W	\$165.53	\$165.53	\$165.53	02/22/2019	\$0.00
091620-001	4509 NW WISTERIA DR LAKE CITY, FL 32055	02462218	TONG, ANDY	\$15.25	\$15.25	\$15.25	08/23/2019	\$0.00
092030-001	767 E DUVAL ST LAKE CITY, FL 32055	13137000	SELF SERVE ICE	\$152.29	\$152.29	\$152.29	04/29/2019	\$0.00

City of Lake City

# Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
094230-004	1145 SW SHENANDOAH GLN Lake City, FL 32055		Spencer , Patricia	\$114.23	\$114.23	\$114.23	12/26/2018	\$0.00
096340-003	874 SW CHERUB GLN LAKE CITY, FL 32025	08021110	GREEN, JONATHAN P	\$407.42	\$407.42	\$407.42	11/14/2018	\$0.00
096380-007	148 SE VICKERS TER 102 Lake City, FL 32025		Riddick, Garry	\$36.63	\$36.63	\$36.63	04/01/2019	\$0.00
096880-005	973 SW ROSSBOROUGH CT LOT 2 Lake City, FL 32025		FOLSOM , CHARLES H JR	\$185.44	\$185.44	\$185.44	12/12/2018	\$0.00
096880-006	973 SW ROSSBOROUGH CT LOT 2 Lake City, FL 32025		Parrish, Brooke	\$68.04	\$68.04	\$68.04	06/03/2019	\$0.00
096990-001	2007 SW BUSINESS POINT DR Lake City, FL 32025		CARTWRIGHT, WILBURN D	\$350.15	\$350.15	\$350.15	04/05/2019	\$0.00
097550-002	1063 SW YORKTOWN GLN LAKE CITY, FL 32025	08018348	JONES, KIARA R	\$452.60	\$452.60	\$452.60	03/05/2019	\$0.00
098010-002	140 SW NATHAN CT LAKE CITY, FL 32024	02732549	DEOTERO, AIDO P	\$526.59	\$526.59	\$526.59	05/02/2019	\$0.00
098460-004	124 SW BUTTERCUP DR Lake City, FL 32024	03023523	Howard, Kirk R	\$301.51	\$301.51	\$301.51	06/27/2019	\$0.00
098660-003	652 NE ABERDEEN AVE LAKE CITY, FL 32055	10847103	KELLY, DANIELLE R	\$338.80	\$338.80	\$338.80	08/31/2018	\$0.00
099280-001	950 NW FOWLER AVE LAKE CITY, FL 32055	11674008	MARTOS, JESSICA R	\$19.11	\$19.11	\$19.11	06/01/2019	\$0.00
099410-003	123 SW BUTTERCUP DR Lake City, FL 32024	03023551	Edwards, Makayla L	\$36.00	\$36.00	\$36.00	06/11/2019	\$0.00
100110-007	186 NW GERSON LN LAKE CITY, FL 32055	05217009	Fulcher, Timothy T	\$357.18	\$357.18	\$357.18	10/05/2018	\$0.00
100230-002	1290 SW INDIAN GLN LAKE CITY, FL 32025	08028188	Modera Home Builders LLC	\$10.00	\$10.00	\$10.00	07/01/2019	\$0.00
100500-002	1940 SE COUNTRY CLUB RD LAKE CITY, FL 32025	08301171	Ash, Jessica	\$2.84	\$2.84	\$2.84	05/27/2019	\$0.00
100630-002	189 SE CHARMONT LN LAKE CITY, FL 32025	08301104	FOSTER, TYRELL K III	\$1,964.96	\$1,964.96	\$1,964.96	08/13/2019	\$0.00
100750-002	163 SE BEADIE DR LAKE CITY, FL 32025	08301163	Adams, David S	\$2.00	\$2.00	\$2.00	05/11/2021	\$0.00
100760-004	186 SE BEADIE DR LAKE CITY, FL 32025	08301124	Hullett, Flesha	\$292.75	\$292.75	\$292.75	08/13/2019	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
100780-005	232 SE BEADIE DR LAKE CITY, FL 32025	08301126	COLLINS, CLEVELAND	\$60.00	\$60.00	\$60.00	07/11/2019	\$0.00
100840-004	302 SE BEADIE DR LAKE CITY, FL 32025	08301131	Fearnley, Samantha S	\$223.97	\$223.97	\$223.97	03/05/2019	\$0.00
101680-004	373 SE PIUTE WAY LAKE CITY, FL 32025	08301053	Rosado, Tara N	\$52.85	\$52.85	\$52.85	09/10/2019	\$0.00
102220-005	2675 SE COUNTRY CLUB RD 102 Lake City, FL 32025		Railton, Linda	\$33.50	\$33.50	\$33.50	11/13/2018	\$0.00
103050-002	331 SE MOHAWK WAY Lake City, FL 32025		Carey, Edward	\$46.70	\$46.70	\$46.70	02/27/2019	\$0.00
103550-001	146 SE SANDIA WAY Lake City, FL 32025		MCQUEENEY, JOHN	\$46.58	\$46.58	\$46.58	01/03/2019	\$0.00
103550-002	146 SE SANDIA WAY Lake City, FL 32025		CREWS, COURTNEY C	\$145.83	\$145.83	\$145.83	08/09/2019	\$0.00
103860-004	364 SE HUBBLE ST Lake City, FL 32025		Hill, Jennifer S	\$239.43	\$239.43	\$239.43	04/25/2018	\$0.00
104020-006	124 SE GREGORY GLN Lake City, FL 32025		ALLEN, RICKY W	\$562.51	\$562.51	\$562.51	11/13/2018	\$0.00
104060-005	215 SE GREGORY GLN Lake City, FL 32025		Adams, James Donald	\$235.48	\$235.48	\$235.48	05/06/2019	\$0.00
104310-005	117 SE POLK LN Lake City, FL 32025		Sikora, Brandon K	\$225.52	\$225.52	\$225.52	03/12/2019	\$0.00
104550-007	182 SE BRACKEN WAY 101 Lake City, FL 32025		HUNTER, GLENN	\$298.66	\$298.66	\$298.66	05/17/2019	\$0.00
104660-005	305 SE HANOVER PL 102 Lake City, FL 32025		Brett, Grace	\$69.26	\$69.26	\$69.26	09/03/2019	\$0.00
104670-005	305 SE HANOVER PL 101 Lake City, FL 32025		Waters, Austin B	\$35.65	\$35.65	\$35.65	05/29/2019	\$0.00
104720-004	269 SE HANOVER PL 101 Lake City, FL 32025		ALSTON, DEAIRA O	\$133.24	\$133.24	\$133.24	02/14/2019	\$0.00
104790-004	219 SE HANOVER PL 102 Lake City, FL 32025		Young, Linda	\$50.15	\$50.15	\$50.15	07/19/2019	\$0.00
104920-008	166 SE HANOVER PL 102 Lake City, FL 32025		Saraj, David	\$34.00	\$34.00	\$34.00	04/12/2019	\$0.00
105030-005	200 SE HANOVER PL 104 Lake City, FL 32025		Raymond, Joshua	\$39.52	\$39.52	\$39.52	06/06/2019	\$0.00

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
105090-004	234 SE HANOVER PL 102 Lake City, FL 32025		Torres, Crystal R	\$106.35	\$106.35	\$106.35	11/30/2018	\$0.00
105120-007	268 SE HANOVER PL 101 Lake City, FL 32025		JENSEN, DYLAN C	\$84.11	\$84.11	\$84.11	07/02/2019	\$0.00
105140-007	286 SE HANOVER PL 101 Lake City, FL 32025		Wiggins, Pamela L	\$58.94	\$58.94	\$58.94	07/22/2019	\$0.00
105150-003	286 SE HANOVER PL 102 Lake City, FL 32025		Sluik, Andrea	\$181.50	\$181.50	\$181.50	09/06/2019	\$0.00
105200-002	305 SE JEREMY PL Lake City, FL 32025		HENDERSON, PORCHE	\$78.36	\$78.36	\$78.36	12/03/2018	\$0.00
105720-003	354 SE FOREST TER Lake City, FL 32025		Dobbs, Ronald Scott	\$39.70	\$39.70	\$39.70	10/17/2018	\$0.00
106230-001	210 SE PEARL TER Lake City, FL 32025		HARTER, WANDA	\$23.26	\$23.26	\$23.26	02/19/2019	\$0.00
106780-004	451 SE ROSEWOOD CIR LAKE CITY, FL 32025	07592615	Dole, James A	\$32.83	\$32.83	\$32.83	09/09/2019	\$0.00
108610-004	214 SE RACHEL WAY Lake City, FL 32025		Davis, Richard F	\$92.48	\$92.48	\$92.48	03/18/2019	\$0.00
108810-004	174 SE OPAL WAY Lake City, FL 32025		Means, Kenneth M	\$166.45	\$166.45	\$166.45	12/04/2018	\$0.00
109140-001	141 SE PLANT ST 100 Lake City, FL 32025		GILBERT, BRUCE	\$72.41	\$72.41	\$72.41	02/01/2019	\$0.00
109410-001	429 SE BENNIE LN Lake City, FL 32025		CANADA, CARRIE M	\$264.86	\$264.86	\$264.86	09/21/2018	\$0.00
109650-005	316 SE VALERIE CT Lake City, FL 32025		DEPRATTER, LACEY B	\$189.20	\$189.20	\$189.20	02/25/2019	\$0.00
109850-005	179 SE DAN CT Lake City, FL 32025		Thomas, Lasheria L	\$82.22	\$82.22	\$82.22	04/02/2019	\$0.00
110330-005	3037 SE COUNTY RD 245 Lake City, FL 32025		Jones, Dan	\$110.45	\$110.45	\$110.45	08/16/2019	\$0.00
110560-003	380 NW LAMAR PL Lake City, FL 32055		SCANDIZZO, DONA	\$8.03	\$8.03	\$8.03	03/28/2019	\$0.00
110570-001	387 NW LAMAR PL Lake City, FL 32055		RAMIREZ, LINDA	\$56.44	\$56.44	\$56.44	07/30/2019	\$0.00
110670-002	461 NW ASH DR Lake City, FL 32055		Cruise, Sierra J	\$238.19	\$238.19	\$238.19	11/08/2018	\$0.00

## City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
111240-004	211 SE SUZANNE WAY Lake City, FL 32025		CLEMENTS, JENNIFER H	\$214.52	\$214.52	\$214.52	07/31/2018	\$0.00
111240-006	211 SE SUZANNE WAY Lake City, FL 32025		Lougee, Nicole M	\$107.92	\$107.92	\$107.92	08/23/2019	\$0.00
111270-002	1251 SW PANTHER PL LAKE CITY, FL 32025	08028201	Smith, Ishenda	\$620.24	\$620.24	\$620.24	01/17/2019	\$0.00
111860-004	247 SE STANFORD PL Lake City, FL 32025		Stamper, Miranda	\$346.48	\$346.48	\$346.48	10/24/2018	\$0.00
112640-001	141 SE KIWI WAY Lake City, FL 32025		ROBINSON, MARTHA MARTIN	\$42.29	\$42.29	\$42.29	03/20/2019	\$0.00
112780-008	528 SE SHARON LN Lake City, FL 32025		TOMER, JOHN R JR	\$50.89	\$50.89	\$50.89	04/22/2019	\$0.00
112790-004	518 SE SHARON LN Lake City, FL 32025		WATERS, RICHARD EARL	\$204.80	\$204.80	\$204.80	05/21/2019	\$0.00
113420-001	169 SE TOM BULLOCK PL Lake City, FL 32025		WILSON, CHARLES P	\$259.89	\$259.89	\$259.89	02/13/2019	\$0.00
115010-003	3666 NW HUNTSBORO ST 104 Lake City, FL 32055		Howell, Erica L	\$80.99	\$80.99	\$80.99	12/04/2018	\$0.00
115990-009	755 SW DEXTER CIR 201 Lake City, FL 32025		STEELE, SHERYL	\$121.25	\$121.25	\$121.25	08/28/2019	\$0.00
116000-012	755 SW DEXTER CIR 202 Lake City, FL 32025		Luna, Anthony	\$14.90	\$14.90	\$14.90	07/05/2019	\$0.00
116030-004	707 SW DEXTER CIR 101 Lake City, FL 32025		Sever, Leslie	\$81.53	\$81.53	\$81.53	02/26/2019	\$0.00
116130-010	707 SW DEXTER CIR 202 Lake City, FL 32025		4114 The Grove LLC	\$125.46	\$125.46	\$125.46	12/31/2018	\$0.00
116130-011	707 SW DEXTER CIR 202 Lake City, FL 32025		RIGGINS, DARRYL	\$153.32	\$153.32	\$153.32	04/30/2019	\$0.00
116390-012	611 SW DEXTER CIR 102 Lake City, FL 32025		Kanneh, Mamade	\$55.68	\$55.68	\$55.68	09/23/2019	\$0.00
116420-006	611 SW DEXTER CIR 105 Lake City, FL 32025		Livingston, Paige	\$114.36	\$114.36	\$114.36	06/03/2019	\$0.00
116490-009	611 SW DEXTER CIR 204 Lake City, FL 32025		Kari, Charrene	\$9.40	\$9.40	\$9.40	08/29/2019	\$0.00
116520-011	611 SW DEXTER CIR 207 Lake City, FL 32025		METZGER, NOLAN	\$24.48	\$24.48	\$24.48	06/03/2019	\$0.00



City of Lake City

## Bad Debt Edit Listing

Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
116550-005	577 SW DEXTER CIR 102 Lake City, FL 32025		Oltmer, Trenton	\$32.88	\$32.88	\$32.88	02/04/2019	\$0.00
116560-006	577 SW DEXTER CIR 103 Lake City, FL 32025		Kruse, Virginia	\$105.54	\$105.54	\$105.54	02/05/2019	\$0.00
116620-008	577 SW DEXTER CIR 203 Lake City, FL 32025		Crusaw, Rosandra	\$297.89	\$297.89	\$297.89	01/11/2019	\$0.00
116620-012	577 SW DEXTER CIR 203 Lake City, FL 32025		Rich, Erica	\$17.80	\$17.80	\$17.80	05/03/2019	\$0.00
116630-011	577 SW DEXTER CIR 204 Lake City, FL 32025		James , Anthony	\$129.75	\$129.75	\$129.75	01/22/2019	\$0.00
116630-013	577 SW DEXTER CIR 204 Lake City, FL 32025		Derringer, Cayla	\$65.12	\$65.12	\$65.12	05/27/2019	\$0.00
116640-006	577 SW DEXTER CIR 205 Lake City, FL 32025		HARGETT, CHRISTINA M	\$9.40	\$9.40	\$9.40	02/27/2019	\$0.00
116680-003	541 SW DEXTER CIR 103 Lake City, FL 32025		GASBARRI, PATRICIA D	\$135.06	\$135.06	\$135.06	12/20/2018	\$0.00
116870-003	493 SW DEXTER CIR 106 Lake City, FL 32025		Carver, Jennifer	\$27.34	\$27.34	\$27.34	06/03/2019	\$0.00
116880-006	493 SW DEXTER CIR 107 Lake City, FL 32025		PITTS, JASON	\$49.67	\$49.67	\$49.67	04/08/2019	\$0.00
116900-008	493 SW DEXTER CIR 201 Lake City, FL 32025		NICHOLS, LISA M	\$219.74	\$219.74	\$219.74	11/08/2018	\$0.00
116990-007	445 SW DEXTER CIR 101 Lake City, FL 32025		Hart, William	\$110.82	\$110.82	\$110.82	10/31/2018	\$0.00
117030-010	445 SW DEXTER CIR 105 Lake City, FL 32025		Childress, William D	\$225.01	\$225.01	\$225.01	09/09/2019	\$0.00
117040-005	445 SW DEXTER CIR 106 Lake City, FL 32025		Andrews-Lee	\$180.38	\$180.38	\$180.38	08/28/2019	\$0.00
117090-008	445 SW DEXTER CIR 203 Lake City, FL 32025		Daniels, David	\$72.52	\$72.52	\$72.52	04/24/2019	\$0.00
117110-014	445 SW DEXTER CIR 205 Lake City, FL 32025		King, Anthony	\$304.75	\$304.75	\$304.75	12/07/2018	\$0.00
117180-002	403 SW DEXTER CIR 104 Lake City, FL 32025		PRATHER, STEVE JOEL	\$113.07	\$113.07	\$113.07	07/09/2019	\$0.00
117250-011	676 SW DEXTER CIR 103 Lake City, FL 32025		MCINTYRE, BRITTANY K	\$47.55	\$47.55	\$47.55	12/27/2018	\$0.00

City of Lake City

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Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
117290-009	676 SW DEXTER CIR 201 Lake City, FL 32025		Breckenridge, Stacy	\$107.25	\$107.25	\$107.25	09/30/2019	\$0.00
117420-011	638 SW DEXTER CIR 202 Lake City, FL 32025		Wasden, James D	\$123.73	\$123.73	\$123.73	05/29/2019	\$0.00
117450-010	638 SW DEXTER CIR 205 Lake City, FL 32025		Buckler, Candace	\$15.84	\$15.84	\$15.84	07/01/2019	\$0.00
117570-008	576 SW DEXTER CIR 205 Lake City, FL 32025		Gammage , Demetria	\$93.04	\$93.04	\$93.04	01/31/2019	\$0.00
117600-010	506 SW DEXTER CIR 102 Lake City, FL 32025		Woods, Tiffany	\$119.18	\$119.18	\$119.18	10/12/2018	\$0.00
117710-009	506 SW DEXTER CIR 205 Lake City, FL 32025		LEE, ALEX	\$295.78	\$295.78	\$295.78	11/08/2018	\$0.00
117870-013	458 SW DEXTER CIR 205 Lake City, FL 32025		Evans, Cheryl M	\$72.38	\$72.38	\$72.38	09/30/2019	\$0.00
118420-005	1290 SE COUNTY RD 245 Lake City, FL 32025		Law, Taylor E	\$152.99	\$152.99	\$152.99	08/01/2019	\$0.00
118830-009	755 SW DEXTER CIR 208 Lake City, FL 32025		Greer, Taylor	\$74.26	\$74.26	\$74.26	01/24/2019	\$0.00
119800-004	439 NE DOUBLE RUN RD Lake City, FL 32055		Goings, Billie Jo	\$223.46	\$223.46	\$223.46	11/27/2018	\$0.00
119800-006	439 NE DOUBLE RUN RD Lake City, FL 32055		McKnight, Symone	\$25.43	\$25.43	\$25.43	09/05/2019	\$0.00
120110-017	13 NE CITY BARN Lake City, FL 32055		WES Environmental LLC	\$83.59	\$83.59	\$83.59	07/10/2019	\$0.00
139230-003	137 SW NATHAN CT LAKE CITY, FL 32024	02732548	Milian, Daphney	\$257.95	\$257.95	\$257.95	09/27/2019	\$0.00
139370-005	132 NW LENTON GLN Lake City, FL 32055		Murray, Julian M	\$84.53	\$84.53	\$84.53	12/26/2018	\$0.00
142070-002	2670 W US HWY 90 110 LAKE CITY, FL 32055	02612001	Mattress One	\$1,454.37	\$1,454.37	\$1,454.37	04/17/2019	\$0.00
142493-004	248 NW GUERDON ST LAKE CITY, FL 32055	05467000	WILLIAMS BANKRUPTCY, HELEN	\$187.60	\$187.60	\$187.60	09/10/2018	\$0.00
142515-004	389 NE LUROSE ST LAKE CITY, FL 32055	11118000	CLARK, RENIKA S	\$201.13	\$201.13	\$201.13	02/14/2019	\$0.00
142573-003	834 NE DENVER ST 101 LAKE CITY, FL 32055	11711000	GIVINS, MARQUITA L	\$232.09	\$232.09	\$232.09	04/29/2019	\$0.00

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Account Number	Address	Parcel	Name	Total Account Balance	Original Bad Debt Balance	Current Bad Debt Balance	Last Payment	Admin Charge
142575-002	1124 SW YORKTOWN GLN LAKE CITY, FL 32025	08018334	Toothman, Brendan	\$120.23	\$120.23	\$120.23	04/30/2019	\$0.00
142588-003	537 NE FAIRVIEW ST LAKE CITY, FL 32055	10862000	Jones, Tyqueze	\$164.27	\$164.27	\$164.27	10/15/2018	\$0.00
142591-003	173 SW PIZARRO PL 102 Lake City, FL 32025	08245000	CARTER, LAQUITA C	\$108.07	\$108.07	\$108.07	12/28/2018	\$0.00
142592-002	173 SW PIZARRO PL 101 Lake City, FL 32025	08245000	WILLIAMS, LAWANDA L	\$227.97	\$227.97	\$227.97	02/28/2019	\$0.00
142593-002	177 SW PIZARRO PL 102 Lake City, FL 32025	08245000	GRAHAM, KARAYLIN	\$105.86	\$105.86	\$105.86	10/16/2018	\$0.00
142597-002	177 SW PIZARRO PL 101 Lake City, FL 32025	08245000	HERRING, KATRISHA A	\$192.01	\$192.01	\$192.01	04/16/2019	\$0.00
142598-003	179 SW PIZARRO PL 101 Lake City, FL 32025	08245000	George, Brandy	\$38.47	\$38.47	\$38.47	12/07/2018	\$0.00
142656-003	1082 NW MINEART LN 102 LAKE CITY, FL 32055	05861000	Volunteers of America	\$24.95	\$24.95	\$24.95	01/22/2019	\$0.00
142656-004	1082 NW MINEART LN 102 LAKE CITY, FL 32055	05861000	Alexander, Dyresha	\$182.21	\$182.21	\$182.21	07/20/2019	\$0.00
142660-002	1106 NW MINEART LN 102 LAKE CITY, FL 32055	05861000	Neal, Ronald B	\$60.60	\$60.60	\$60.60	12/11/2018	\$0.00
142661-002	1106 NW MINEART LN 103 LAKE CITY, FL 32055	05861000	Kirk , Jeffrey	\$140.14	\$140.14	\$140.14	07/19/2019	\$0.00
142663-002	1106 NW MINEART LN 105 LAKE CITY, FL 32055	05861000	Smith, Edwin B	\$440.72	\$440.72	\$440.72	12/14/2018	\$0.00
142663-003	1106 NW MINEART LN 105 LAKE CITY, FL 32055	05861000	POWELL, BARBARA ANN	\$58.91	\$58.91	\$58.91	06/12/2019	\$0.00
142668-003	440 NE GRANGER MILL AVE LAKE CITY, FL 32055	05799001	Carstarphan, Antoinette	\$4.75	\$4.75	\$4.75	02/26/2019	\$0.00
<b>Total Accounts:</b>				<b>619</b>	<b>524626.4000</b>			
<b>Total:</b>				<b>\$164,651.43</b>		<b>\$164,651.43</b>		<b>\$0.00</b>
<b>Grand Total:</b>								<b>\$164,651.43</b>

**File Attachments for Item:**

18. Emergency Item - City Council Resolution No. 2021-142 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of a contract with C & K of Lake City, Inc., doing business as ServePro of Columbia and Suwannee Counties for the remediation of mold from the first floor of the City Hall building; providing for a contract price not to exceed \$34,292.35; providing for the execution of the contract; and providing for an effective date. (Dave Young)

Meeting Date
<b>September 20, 2021</b>

# *City of Lake City* *Report to Council*

AGENDA	
Section	
Item No.	

**SUBJECT:                   Mold Remediation of City Hall 1<sup>st</sup> Floor**

**DEPT. / OFFICE:           GROWTH MANAGEMENT**

<b>Originator: David Young</b>		
<b>City Manager</b>	<b>Department Director</b>	<b>Date</b>
	DAVID YOUNG	09/15/21
<b>Recommended Action:</b> Mold remediation on 1 <sup>st</sup> floor so Customer Service, City Clerk's Office and Growth Management can re-occupy their spaces and/or be able to remove all the paperwork and re-locate to new buildings..		
<b>Summary Explanation &amp; Background:</b> <p>The 1<sup>st</sup> floor has the main mold issue for the city hall. 2<sup>nd</sup> and 3<sup>rd</sup> floors have selected small area located on each of these two floors that are not a major concern since we will be moving into the new buildings after remodeling has been completed.</p>		
<b>Alternatives:</b> Not remediate the 1 <sup>st</sup> floor and have the three departments remain in their temporary locations until the new locations are remodeled and ready for occupancy. The first floor shall still have to be remediated, including all the paperwork in the affected areas, for this paperwork to be re-located to the new locations		
<b>Source of Funds:</b> General Building 001 1051903046 Maintenance and Repair		
<b>Financial Impact:</b> After three quotes were received, the lowest for the 1 <sup>st</sup> floor mold remediation is \$34,292.35		
<b>Exhibits Attached:</b> City Hall Mold Assessment Report and ServePro Quote		

**CITY COUNCIL RESOLUTION NO. 2021-142**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A CONTRACT WITH C & K OF LAKE CITY, INC., DOING BUSINESS AS SERVPRO OF COLUMBIA AND SUWANNEE COUNTIES FOR THE REMEDIATION OF MOLD FROM THE FIRST FLOOR OF THE CITY HALL BUILDING; PROVIDING FOR A CONTRACT PRICE NOT TO EXCEED \$34,292.35; PROVIDING FOR THE EXECUTION OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") requires the remediation of mold located on the first floor of the City Hall (hereinafter the "Project"); and

**WHEREAS**, Section 2-178(g)(2) of the City Code permits the City to enter into a contract for the acquisition of services and commodities excepting the necessity of competitive bidding when there is a finding that competitive bids are not feasible; and

**WHEREAS**, the City Council finds that an emergency need for the professional mold remediation exists due to the information gathered in the *Mold Assessment Report*, attached hereto as "Exhibit A"; and

**WHEREAS**, the city administration recommends that the Project be awarded to C & K of Lake City, Inc., d/b/a: Servpro of Columbia and Suwannee Counties (hereinafter "Servpro"); and

**WHEREAS**, the City Council finds that it is in its best interest to accept Servpro's proposal and to contract with Servpro for the services pursuant to the terms, provisions, conditions, and requirements of the contract, a copy of which is attached as "Exhibit B" (hereinafter the "Contract").

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

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

**Section 2.** The City hereby accepts the proposal of Servpro and authorizes the execution of the Contract with Servpro.

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

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of September 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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



## MOLD ASSESSMENT REPORT



**PREPARED FOR:**

CITY OF LAKE CITY - CITY HALL

**INSPECTION SITE:**

205 NORTH MARION AVENUE | LAKE CITY, FL 32055

**INSPECTED BY:**

DERICK FISHER, CMI, CRIE, MRSA3520



INSPECTIONS



TESTING



CONSULTATION





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INTRODUCTION & SCOPE OF SERVICES

Per your authorization, on August 25, 2021 at 11:00 am, Luce Air Quality conducted a mold assessment. The purpose of our assessment is to determine the sources, locations, and extent of mold growth in a building and to determine the condition(s) that caused the mold growth. Luce Air Quality performs an assessment where suspect mold, hidden or visible, exists for the purpose of determining the need for a Remediation protocol. The inspection and sampling was conducted prior to any known remedial activities. The scope of services for this assessment included but were not limited to:

- Observation of the interior of the property to identify visual damage, potential exposure pathways, and conditions conducive to mold growth.
- Collection of background information on the building and building systems, including any history of mold and moisture problems.
- On-site survey for moisture dynamics and HVAC operation (including moisture and psychrometric measurements).
- Collection and analyses of ambient bioaerosol samples and/or suspect fungal growth samples.

\*Every component of the scope of services, shown above, may be considered optional since even some of the most basic steps may not be needed for certain well-defined situations.

Luce Air Quality conducted this inspection in general accordance with the following standards and guidance documents:

- ASTM D7338:14, the Standard Guide for Assessment Of Fungal Growth in Buildings
- AIHA, The Recognition, Evaluation, and Control of Indoor Mold
- Bioaerosols: Assessment and Control
- IICRC S520, the Standard for Professional Mold Remediation

These methodologies are described as representing the best practices for conducting a mold assessment of a property for the purpose of identifying active mold growth and conditions likely to support mold growth. It is noted that there is a possibility that, even with the proper application of such methodologies and practices, there may exist in the inspection site conditions that could not be identified within the scope of the assessment or which were not reasonably identifiable from the available information. No other warranties are implied or expressed.

## VISUAL OBSERVATIONS

The visual site inspection is the single most valuable investigative tool for the mold assessment. It consists of determining the presence of visible mold, visible water damage, excessive moisture, musty odors, etc. The visual site inspection also includes identifying areas that have the potential for mold growth that can be addressed early enough to prevent a mold or moisture problem.

It is important to note that sampling visible mold growth and analyzing it at a third party laboratory is often unnecessary. Several industrial hygiene associations as well as government agencies agree that it is unnecessary to sample or test materials with visible mold growth. Instead of testing building materials with visible mold, Luce Air Quality chooses to thoroughly document the damage.

The table below lists areas within the inspection site that had mold and moisture problems and/or conditions conducive to mold growth. Please also refer to the Inspection Site Photo Report to identify the referenced photo numbers.

LOCATION	DESCRIPTION	PHOTO NUMBER
City Clerk Office	- The HVAC thermostat was set to "fan on" instead of the recommended "fan auto".	10
Office 113	- Visible mold growth was observed on the office contents.	14
Office 112	- Visible mold growth was observed on the office contents.	18
City Clerk Reception	- Visible mold growth was observed on the office contents. - Visible mold growth was observed on the door.	21, 24, 30
Storage	- Discoloration was observed on the ceiling tiles.	22
Entry	- Visible mold growth was observed on the ceiling tiles. - Wooden baseboards were observed to be separating in the entry. - Failing weather stripping was observed around the exterior door.	27, 29, 32
Air Handling Unit (AHU) Closet (36)	- Visible mold growth was observed on the closet door in the entry. - Visible mold growth was observed on the wall. - Water damage staining and visible mold growth was observed on the ceiling and wall. - Visible mold growth was observed behind the AHU on the wall. - Visible mold growth was observed inside the AHU 1.	33, 34, 36, 38, 40
Kitchen	- Visible mold growth was observed on the door and on the drywall. - Ceiling panel in the kitchen was missing. - Water damage staining and visible mold growth was observed in the cabinetry. - Visible mold growth was observed on the drywall behind the refrigerator.	49, 50, 51, 52, 54, 56
Men's Room	- Visible mold growth was observed on the wall. - Visible mold growth was observed on the wall behind the toilet (behind the wallpaper).	61, 64, 65
Ladies Room	- Visible mold growth was observed on the drywall (behind the wall paper) at the entry to the ladies room. - Visible mold growth was observed on the drywall. - Water damage staining was observed inside the cabinetry.	67, 71, 73

## VISUAL OBSERVATIONS

LOCATION	DESCRIPTION	PHOTO NUMBER
Customer Service	<ul style="list-style-type: none"><li>- Failing weather stripping was observed around the exterior door.</li><li>- Water damage staining was observed on the ceiling tiles.</li></ul>	91 & 93
Vault Hallway	<ul style="list-style-type: none"><li>- Visible mold growth was observed on the wall.</li><li>- Visible mold growth was observed on the doors.</li><li>- Visible mold growth was observed on the ceiling and wall of closet 1 in the vault hallway.</li><li>- Visible mold growth was observed on the wall and ceiling of closet 2 in the vault hallway.</li><li>- Visible mold growth was observed on the vault hallway contents.</li></ul>	98, 100, 101, 103, 105
Janitor Area	<ul style="list-style-type: none"><li>- Improperly sized drywall penetration was observed around the electrical wiring.</li></ul>	117
Janitor Hallway	<ul style="list-style-type: none"><li>- Water damage staining and visible mold growth was observed on the ceiling.</li><li>- The attic was open to the hallway.</li><li>- Failing AHU refrigerant line insulation was observed above the janitor hallway ceiling.</li></ul>	120, 122, 123
Finance Work Area	<ul style="list-style-type: none"><li>- Water damage staining was observed on the ceiling tiles.</li></ul>	126
Finance Hallway	<ul style="list-style-type: none"><li>- Visible mold growth was observed on the window ledge.</li><li>- Failing drywall was observed around the window.</li></ul>	130 & 132
Janitor Closet	<ul style="list-style-type: none"><li>- Water damage staining and visible mold growth was observed in the closet.</li></ul>	134

## VISUAL OBSERVATION CONCLUSION

The visual site inspection indicated that conditions were present that are conducive to mold amplification.

## MOISTURE MEASUREMENTS

Measurements were taken throughout the inspection site including but not limited to: windows, baseboards, around plumbing fixtures, entryways, under tiles at water areas, and other areas of suspected high levels of moisture content.

The instrument used to collect the moisture measurements was the PROTIMETER MMS2. There are two settings on the moisture meter: a non-invasive/pinless setting and an invasive/pin setting. The pinless setting has a digital readout of 60%-999% moisture content. The pin measurement has a digital readout of 8%-99%.

The moisture measurements are listed below:

LOCATION	MATERIAL	%	INTERPRETATION
Storage Wall	Drywall	85	DRY
Office 113 Wall	Drywall	97	DRY
Office 112 Wall	Drywall	87	DRY
Entry Baseboards	Wood	73	DRY
Entry Wall	Drywall	92	DRY
Air Handling Unit (AHU) Closet Wall	Drywall	81	DRY
City Clerk Reception Wall	Drywall	116	DRY
AHU Closet Wall (adjacent to the entry)	Drywall	112	DRY
Lobby Wall	Drywall	96	DRY
AHU Closet Ceiling	Drywall	74	DRY
Kitchen Wall	Drywall	83	DRY
Kitchen Cabinetry	Particle Board	137	DRY
Men's Room Wall	Drywall	138	DRY
Men's Room Wall (under the sink)	Drywall	248	WET
Men's Room Wall (behind the toilet)	Drywall	119	DRY
Ladies Room Wall	Drywall	120	DRY
Ladies Room Wall	Drywall	151	DRY
Ladies Room Cabinetry	Particle Board	166	DRY
Ladies Room Wall (under the sink)	Drywall	114	DRY

**MOISTURE MEASUREMENTS**

LOCATION	MATERIAL	%	INTERPRETATION
Customer Service Entry Wall	Drywall	96	DRY
Vault Hallway Wall	Drywall	147	DRY
Vault Hallway Wall	Drywall	118	DRY
Vault Hallway Closet 2 Ceiling	Drywall	148	DRY
Floor 2 Lobby Wall	Drywall	96	DRY
Floor 3 Lobby Wall	Drywall	86	DRY
Janitor Hallway Ceiling	Drywall	61	DRY
Finance Hallway Flooring	Vinyl Peel & Stick	136	DRY
Finance Hallway Wall	Drywall	104	DRY
Janitor Closet Wall	Drywall	73	DRY

**MOISTURE MEASUREMENT CONCLUSION**

The results of the moisture measurements indicated that elevated moisture levels were present in the inspection site’s building materials.

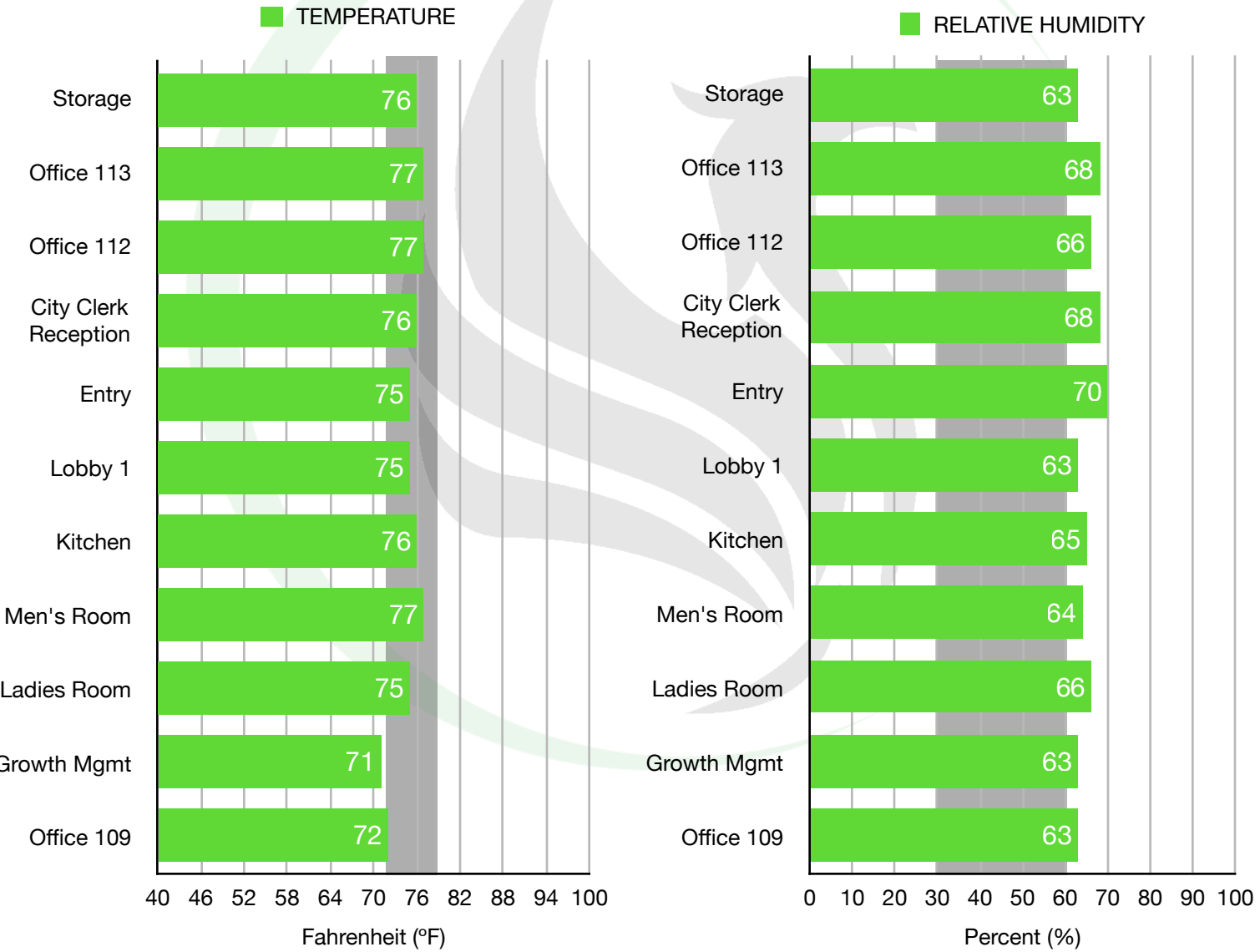
PSYCHROMETRIC DIAGNOSTICS

Temperature and relative humidity (RH) were measured in many locations within the inspection site.

The American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standard 55-2013 recommends a range of 73°F to 79°F in the summer and 68°F to 76°F in the winter. The chart on the left contains a grey shaded area to represent ASHRAE’s recommended range. All data points that are not within the shaded area may contribute to damages in building materials including (but not limited to) warping, swelling, etc. Occupants may experience discomfort and/or respiratory irritation for temperatures much lower or higher than the recommended range.

The Environmental Protection Agency recommends for indoor relative humidity to be below 60%, ideally between 30% to 50% to protect health, comfort, the building and its contents. The chart on the right contains a shaded area to represent the EPA’s humidity range between 30-60%. Data points that are not within the shaded area may contribute to damages in the building materials and contents. Elevated humidity may be a moisture source contributing to mold growth in a building or on its contents.

The instrument used to collect the psychrometric diagnostics was the PROTIMETER MMS2 with an accuracy of ±0.6°F & 2%. Below are all of the temperature and relative humidity readings that were collected in the inspection site:



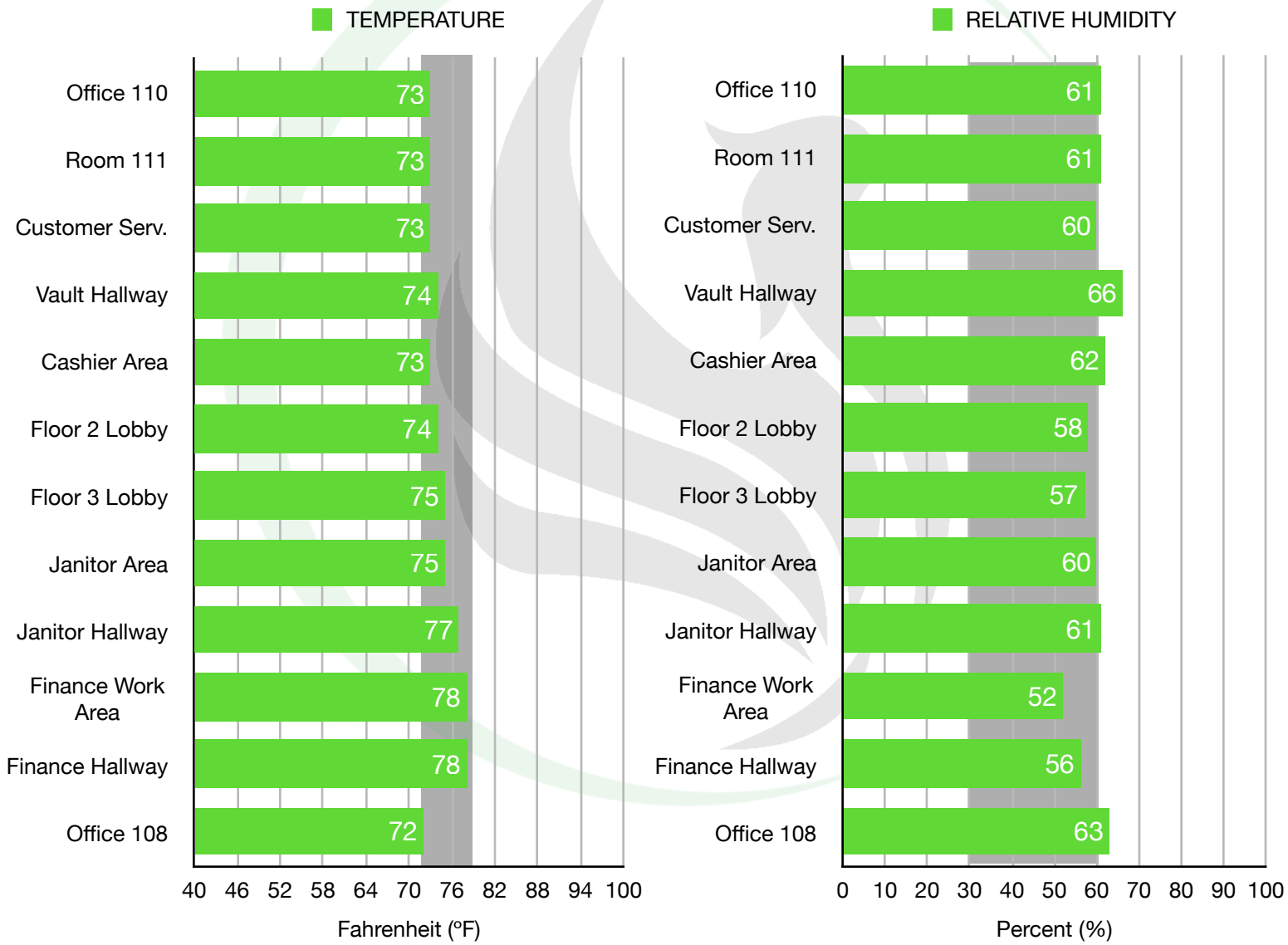
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PSYCHROMETRIC DIAGNOSTIC CONCLUSION

The temperature and relative humidity readings were not within the EPA & ASHRAE recommended ranges due to the HVAC settings and may promote or contribute to damages in building materials.

SAMPLING PLAN

Several factors were considered when we determined the sampling plan for this project. Luce Air Quality believes that the samples collected assist in identifying an exposure risk when paired with the findings from a thorough site inspection.

For this project, Luce Air Quality collected bioaerosol samples using an InstaScope, which is a particle-by-particle bioaerosol optical spectrometer. The instrument determines the optical size and number of particulate matter via light scattering and uses a UV xenon source to excite fluorescence emissions in biological particles that are measured as quantitative optical signatures. The instrument is able to determine the total mold spore count per cubic meter.

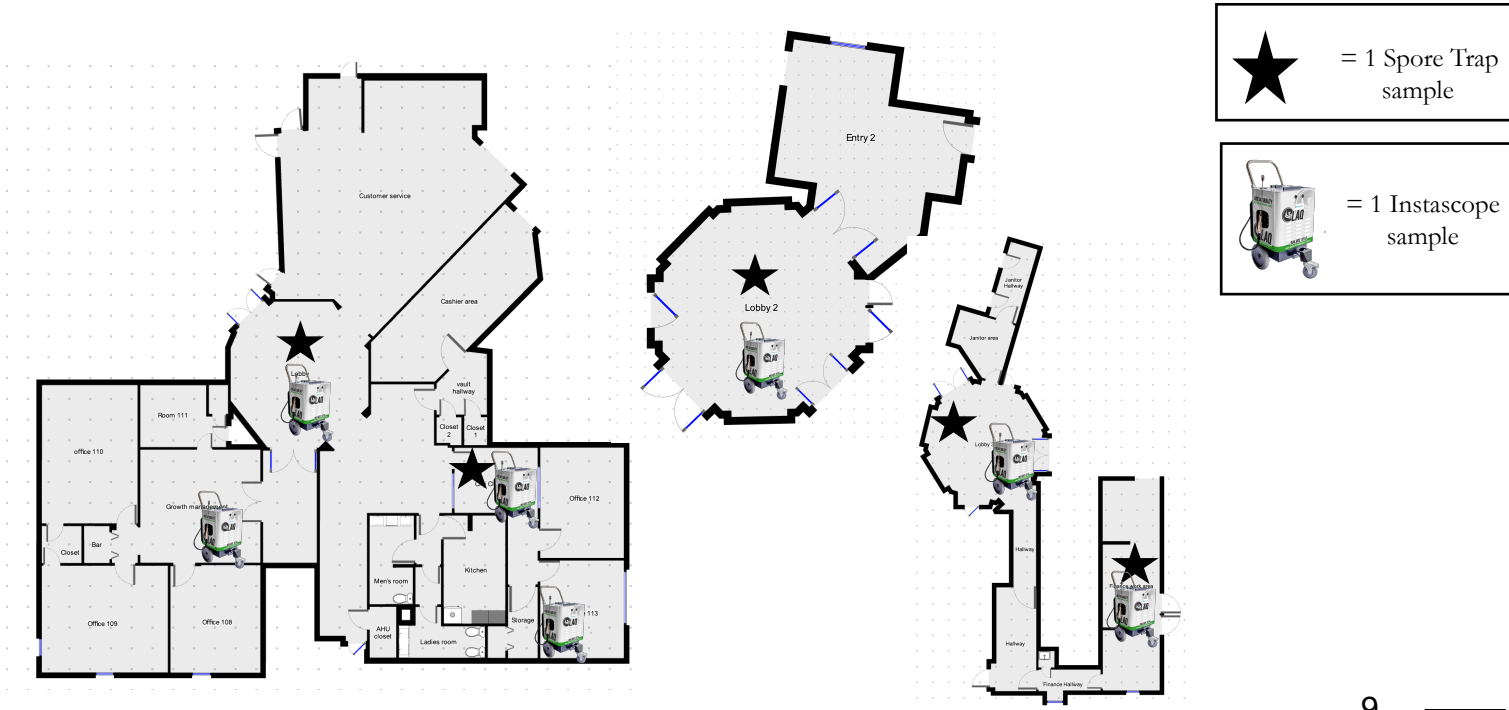
For this project, Luce Air Quality also collected nonviable bioaerosol samples using a Zefon Bio-Pump® plus with Air-O-Cell cassettes® at a flow rate of 15 liters per minute for a duration of 5 minutes. The samples were analyzed by a third party AIHA accredited laboratory for the purpose of identification and enumeration.

Luce Air Quality collected twelve samples inside the building and two samples outside the building. There are two types of indoor samples: representative and suspect samples. A representative sample is a representation of what you would expect the airborne biology to be under normal conditions. This is often referred to as a comparative or unaffected sample. A suspect sample is collected in an area that has conditions conducive to mold growth, where actual mold growth is observed, or in areas directly adjacent to mold growth. For this project, Luce Air Quality collected representative sample in growth management, floor 3 lobby (spore trap and Instascope) and finance work area (spore trap and Instascope) and suspect samples were collected in the city clerk reception (spore trap and Instascope), office 113, lobby 1 (spore trap and Instascope) and floor 2 lobby (spore trap and Instascope).

There are no regulatory standards for acceptable levels of airborne mold inside a home. The results of any type of mold testing are interpreted using published literature from relevant government agencies, expert indoor air quality research, and our experience.

Luce Air Quality determines what results are normal, elevated, or severely elevated based on the findings from our site inspection paired with the comparable background and representative samples. It is important to note that simply comparing the indoor results to the outdoor results is one of many factors in determining whether a room has normal or elevated levels of airborne mold.

Below are diagrams of the inspection site that shows what rooms were sampled. The next several pages contain the results.





BIOAEROSOL SAMPLE RESULTS - Instascope Results

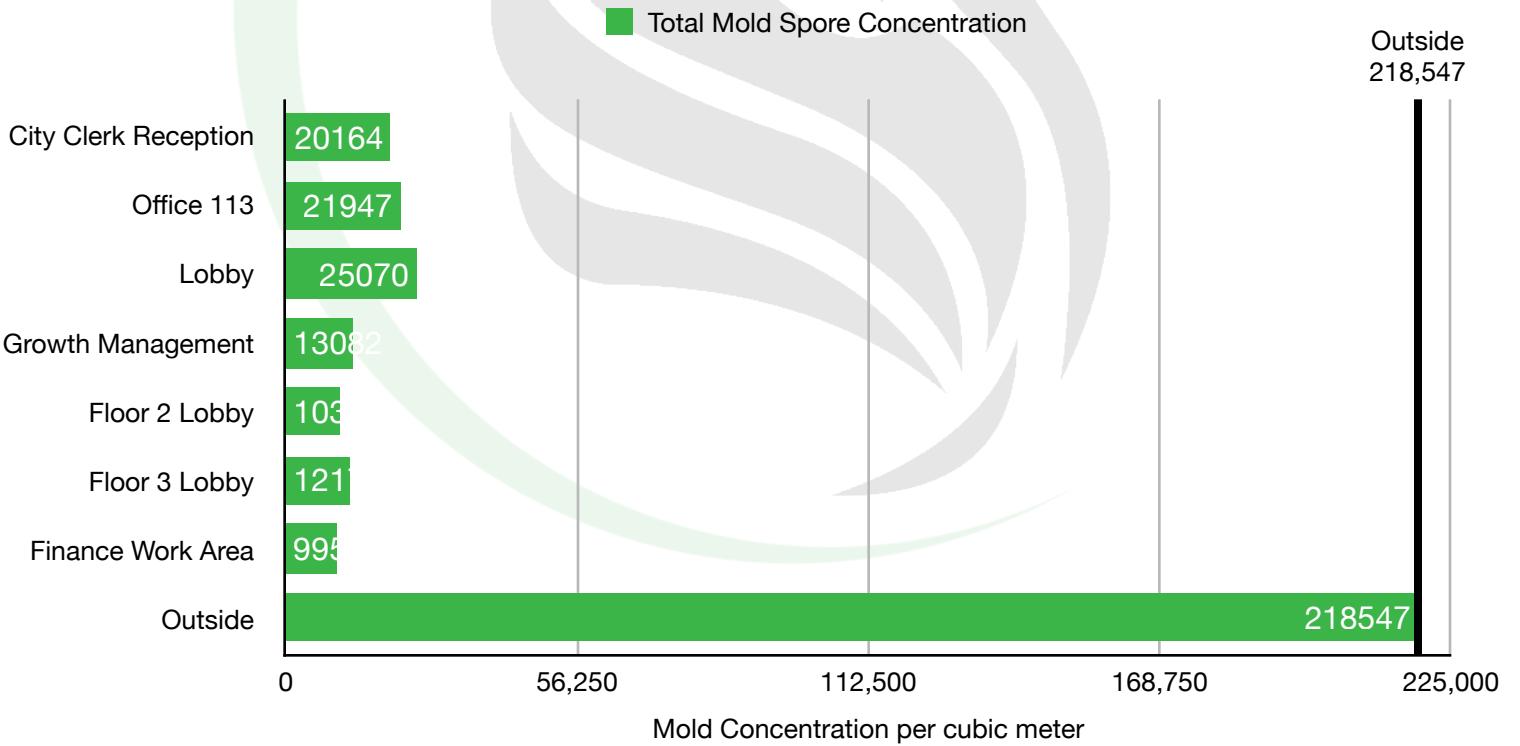
MOLD SAMPLING RESULTS & INTERPRETATION:

The chart below contains the total mold spore count per cubic meter (p/m³) and Luce Air Quality’s interpretation for each sample that was collected in the inspection site.

SAMPLE LOCATION	SAMPLE TYPE (Representative or Suspect)	MOLD CONCENTRATION (p/m³)	INTERPRETATION
City Clerk Reception	Suspect	20,164	ELEVATED
Office 113	Suspect	21,947	ELEVATED
Lobby 1	Suspect	25,070	ELEVATED
Growth Management	Representative	13,082	NORMAL
Floor 2 Lobby	Suspect	10,301	NORMAL
Floor 3 Lobby	Representative	12,175	NORMAL
Finance Work Area	Representative	9,954	NORMAL

SCAN-BY-SCAN MOLD COMPARISON

The graph below displays how each sample compares to the outside air. \*Comparison of these values is only one factor in our interpretation.\*



BIOAEROSOL SAMPLING CONCLUSION

The sample analytical results indicated amplified airborne conditions in the interior in concentration.

## PARTICULATE MATTER SAMPLE RESULTS

Particulate matter, also known as particle pollution (PM), is a term that describes extremely small solid particles and liquid droplets suspended in the air. Particulate matter can be made up of a variety of components including nitrates, sulphates, organic chemicals, metals, soil or dust particles, and allergens (such as fragments of pollen and mold spores).

The size of particles affects their potential to cause health problems:

- PM2.5 (particles with a diameter of 2.5 microns or less): these particles are small enough to deeply penetrate the lungs and enter the bloodstream. There is sufficient scientific evidence that long-term exposure to PM2.5 can cause adverse health effects.
- PM10 (particles with a diameter of 10 microns or less): these particles are small enough to pass through the throat and nose and enter the lungs. Once inhaled, these particles can affect the heart and lungs and cause serious health effects. Note that PM10 also includes PM2.5.

In addition to sampling for mold, we also sample particle loads throughout the affected areas using the InstaScope. The EPA's National Ambient Air Quality Standards (NAAQS) defines what levels of PM2.5 & PM10 are acceptable for ambient air.

The NAAQS exposure standard for PM2.5 is  $35\mu\text{g}/\text{m}^3$ . The NAAQS exposure standard for PM10 is  $150\mu\text{g}/\text{m}^3$ .

SAMPLE LOCATION	SAMPLE TYPE (Representative or Suspect)	PM2.5 ( $\mu\text{g}/\text{m}^3$ )	PM10 ( $\mu\text{g}/\text{m}^3$ )	INTERPRETATION
City Clerk Reception	Suspect	2.90	10.41	NORMAL
Office 113	Suspect	2.89	8.12	NORMAL
Lobby 1	Suspect	3.08	7.34	NORMAL
Growth Management	Representative	2.89	8.51	NORMAL
Floor 2 Lobby	Suspect	2.58	6.34	NORMAL
Floor 3 Lobby	Representative	2.81	5.88	NORMAL
Finance Work Area	Representative	2.81	6.23	NORMAL

## PARTICLE SAMPLING CONCLUSION

The sample analytical results indicated normal conditions in the interior when compared to the NAAQS exposure standard.

# BIOAEROSOL SAMPLE RESULTS - Spore Trap Results

## MOLD SAMPLING RESULTS & INTERPRETATION:



**Name:** Luce Air Quality, LLC  
**Address:** 3430 Kori Road  
Suite 5  
Jacksonville, FL 32257  
**Phone:** 904-803-1014

**Project Number:** 2108-2607143-01  
**P.O. Number:**  
**Project Name:** Lake City-PRE  
**Collected Date:** 8/25/2021  
**Received Date:** 8/26/2021 9:55:00 AM

SanAir ID Number  
**21044863**  
FINAL REPORT  
8/26/2021 4:23:31 PM

Analyst: Acharya, Uttam

### Air Cassette Analysis

ND = None Detected. Blank spaces indicate no spores detected.

SanAir ID Number	21044863-001			21044863-002			21044863-003			21044863-004		
Analysis Using STL	105C			105C			105C			105C		
Sample Number	1739			1662			1849			1664		
Sample Identification	Outdoor			City Clerk Reception (S)			Lobby 1 (S)			Lobby 2 (S)		
Sample Type	Air Cassette - Air-O-Cell			Air Cassette - Air-O-Cell			Air Cassette - Air-O-Cell			Air Cassette - Air-O-Cell		
Volume	75 Liters			75 Liters			75 Liters			75 Liters		
Analytical Sensitivity	13 Count/M <sup>3</sup>			13 Count/M <sup>3</sup>			13 Count/M <sup>3</sup>			13 Count/M <sup>3</sup>		
Background Density	2			1+			1+			1+		
Fungal Identification	Raw Count	Count/M <sup>3</sup>	%	Raw Count	Count/M <sup>3</sup>	%	Raw Count	Count/M <sup>3</sup>	%	Raw Count	Count/M <sup>3</sup>	%
Ascomycetes	28	373	38	261	3480	>99	25	333	>99	9	120	>99
Aspergillus/Penicillium												
Basidiospores	40	533	54									
Cladosporium species	6	80	8									
Spegazzinia species				1	13	< 1						
TOTAL	74	987		262	3493		25	333		9	120	

Signature:

Date: 8/26/2021

Reviewed:

Date: 8/26/2021

## BIOAEROSOL SAMPLE RESULTS - Spore Trap Results continued

### MOLD SAMPLING RESULTS & INTERPRETATION:



**Name:** Luce Air Quality, LLC  
**Address:** 3430 Kori Road  
Suite 5  
Jacksonville, FL 32257  
**Phone:** 904-803-1014

**Project Number:** 2108-2607143-01  
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SanAir ID Number  
**21044863**  
FINAL REPORT  
8/26/2021 4:23:31 PM

Analyst: Acharya, Uttam

### Air Cassette Analysis

ND = None Detected. Blank spaces indicate no spores detected.

SanAir ID Number	21044863-005			21044863-006				
Analysis Using STL	105C			105C				
Sample Number	9558			9498				
Sample Identification	Lobby 3 (R)			Finance Work Area (R)				
Sample Type	Air Cassette - Air-O-Cell			Air Cassette - Air-O-Cell				
Volume	75 Liters			75 Liters				
Analytical Sensitivity	13 Count/M <sup>3</sup>			13 Count/M <sup>3</sup>				
Background Density	1+			2				
Fungal Identification	Raw Count	Count/M <sup>3</sup>	%	Raw Count	Count/M <sup>3</sup>	%		
Ascospores								
Aspergillus/Penicillium	90	1200	96					
Basidiospores	1	13	1	1	13	>99		
Cladosporium species	3	40	3					
Spegazzinia species								
<b>TOTAL</b>	<b>94</b>	<b>1253</b>		<b>1</b>	<b>13</b>			

Signature:

Date: 8/26/2021

Reviewed:

Date: 8/26/2021

### BIOAEROSOL SAMPLING CONCLUSION

The sample analytical results indicated amplified airborne conditions in the interior in concentration.

CONCLUSIONS & RECOMMENDATIONS

Based on our visual inspection, the collection of psychrometric diagnostics, moisture measurements, and the bioaerosol sampling results:

LAQ believes there are multiple causes of loss:

- for the first floor - negative pressure due to the HVAC being set to “fan on”.
- failing insulation around the refrigerant line above the 3rd floor janitor area that has since been repaired.
- drain backup in the mop sink in the finance hallway janitor closet that has since been repaired.

1. The inspection site was a condition 3 remediation project per the IICRC S520.  
  
(Condition 1: normal fungal ecology; Condition 2: settled spores or fungal fragments present; Condition 3: actual mold growth present)
2. The inspection site was not free of water damage.
3. The inspection site was not free of wetted materials.
4. The inspection site was not free of elevated airborne fungal levels.
5. The inspection site was not free of visible mold growth.

RECOMMENDATIONS:

- Consult with a licensed General Contractor to:
  - inspect and repair the seals around exterior doors and windows as needed.
  - inspect the windows and make repairs or replace as needed.
  - seal the drywall penetrations around the electrical wiring in the janitor area to prevent attic air infiltration.
  - replace the attic access in the janitor area to prevent air infiltration from the attic.
- Consult with a licensed HVAC contractor to not only inspect the unit, but clean the coils, plenum, blower fan, blower fan housing, and ducting throughout the residence.
- Keep the thermostat fan setting to “auto” to properly dehumidify the building.
- Professional mold remediation is recommended. Luce Air Quality will issue the remediation protocol.
- A Post Remediation Verification (PRV) is recommended after mold remediation is completed. The PRV should be completed before reconstruction activities begin. If you would like an estimate for Luce Air Quality to complete a Post Remediation Verification, please call our office at (904) 803-1014.
- In accordance with OSHA CFR 1926.1101, it is required to have an asbestos survey completed by a state licensed asbestos consultant prior to the removal of contaminated building materials. If you would like an estimate for Luce Air Quality to complete a limited asbestos survey on the impacted materials, please call our office at (904) 803-1014.

NOTE: The following areas were not accessible during our inspection and are not included in any observations, conclusions, or recommendations:

LOCATION	REASON
Offices 104	- Office 104 was inaccessible for inspection due to the door being locked.
Offices 105 & 106	- No access was given to these offices.

## CLOSING

It is possible that conditions can change at a moment's notice and the samples and measurements represented within this report are as of the date and time during this evaluation only. This assessment, while thorough, included no invasive testing.

Luce Air Quality appreciates the opportunity to be of service to those involved on this project. If you have any further questions, please contact us.

Sincerely,



Derick Fisher

Council-Certified Microbial Investigator (2106023)

Council-Certified Residential Indoor Environmentalist (2002009)

Florida Licensed Mold Assessor (MRSA3520)



## LIMITATIONS

The findings and recommendations included represent conditions evident at the time of the assessment. Building conditions related to indoor air quality, microbial growth, and moisture intrusion may be subject to change on a daily basis, particularly after catastrophic events. Therefore, the conditions observed and reported herein may not be evident in the future. If additional information becomes available which may affect Luce Air Quality's findings and recommendations, we request the opportunity to evaluate the information and modify our findings and recommendations as appropriate.

Luce Air Quality assumes no liability for existing conditions or damage within the subject structure or for any consequential effects that may result from our services and collection of field samples. Mold spore growth or moisture may exist in areas within the environment that were not accessible or not explored as part of the requested evaluation.

Luce Air Quality assumes no liability for any perceived or documented health effects of the occupants, visitors, contractors, or any other individual that has or may come in contact with the environment that may be attributed to the microbial conditions present within the environment. The Centers for Disease Control and Prevention recommends that individuals who believe that they are ill because of exposure to mold in a building consult a physician. Nothing in this report should be construed as medical advice.

Luce Air Quality has endeavored to meet what it believes is the applicable standard of care ordinarily exercised by others in conducting this assessment. No other warranty, expressed or implied, is made regarding the information contained in this report.

This report has been prepared for the sole and exclusive use of the client subject to previously agreed-upon terms and conditions. This report may not be suitable for the needs of others. Therefore, any reliance by other parties on the contents of this report is not granted and any such reliance shall be at the sole risk of the user.

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND C & K OF  
LAKE CITY, INC., D/B/A: SERVPRO OF COLUMBIA AND SUWANNEE  
COUNTIES**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of September 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and C & K of Lake City, Inc., d/b/a: Servpro of Columbia and Suwannee Counties, having a mailing address of 295 NW Commons Loop, Suite 115-392, Lake City, Florida 32055 (herein referred to as "Contractor").

**WHEREAS**, the City desires Contractor to remediate the mold located on the first floor of the City Hall building; and

**WHEREAS**, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

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

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and

interpretation of terms pertaining to this Contract:

- a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
- b. "CONTRACT" means the terms, conditions, and covenants expressed herein.
- c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.
- d. "SERVICES" means professional services for the remediation of the mold located on the first floor of the city hall building and those services identified in the attachments hereto.
- e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible



or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein.

4. **Term of Contract:** The Contractor shall fully complete all work required under this Contract within thirty (30) calendar days immediately following delivery of the equipment necessary to substantially perform the services. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in Contractor's Quote, attached hereto as "Exhibit A", which is a total of thirty-four thousand two hundred ninety-two dollars and thirty-five cents (\$34,292.35). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least

ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and

all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence.

The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within thirty (30) calendar days after delivery of the necessary equipment, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and

Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

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

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

*[The remainder of this page has been left blank intentionally.]*

14. **Public Records:** The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
386-719-5826 or 386-719-5756

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable



requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise

complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, is the Contractor's Quote provided to City. With this incorporation, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail

and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

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

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

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

Approved as to form and legality:

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

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

**C & K OF LAKE CITY, INC.,  
D/B/A: SERVPRO OF  
COLUMBIA AND SUWANNEE  
COUNTIES**

By: \_\_\_\_\_  
Charles Nicholson,  
President



## Servpro of Columbia & Suwannee Counties

---

181 NW Amenity Court  
Lake City, FL 32055  
386-754-0261 - Fax - 386-754-0263  
servpro9322@comcast.net  
20-3901055

Client: City of Lake City - City Hall 1st Floor  
Property: 205 North Marion Avenue  
Lake City, FL 32055

Home: (386) 719-5816

Operator: SERVPRO9

Estimator: Chuck Nicholson  
Position: Estimator  
Company: Servpro of Columbia & Suwannee Counties  
Business: 181 NW Amenity Court  
Lake City, FL 32055

Business: (386) 754-0261  
E-mail: servpro9322@comcast.net

Type of Estimate: Other  
Date Entered: 9/1/2021      Date Assigned:

Price List: FLGA8X\_AUG20  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: CITYHALL1STFLOOR


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 servpro9322@comcast.net  
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**CITYHALL1STFLOOR**
**CITYHALL1STFLOOR**

DESCRIPTION	QTY
1. Hazardous Waste/Mold Cleaning Technician - per hour	11.00 HR
Set up 11 containment barriers.	
Install 8 zip walls to pass through the containment during remediation process	
2. Peel & seal zipper	8.00 EA
3. Haul debris - per pickup truck load - including dump fees	1.00 EA
4. Negative air fan/Air scrubber (24 hr period) - No monit.	35.00 DA
7 air scrubbers x 5 days	
They will be on site longer than 5 days, but only put 5 days will be charged for	
5. Dehumidifier (per 24 hour period) - Large - No monitoring	30.00 EA
Same as with air scrubbers. Only charging for 5 days.	
6. Clean ductwork - Interior (PER REGISTER)	47.00 EA

**Mens Room**
**LxWxH 13' 4" x 6' 5" x 8'**

DESCRIPTION	QTY
7. HEPA Vacuuming - Light - (PER SF)	487.11 SF
8. Clean more than the walls and ceiling	487.11 SF
Using an EPA registered antimicrobial	
9. Clean countertop	6.41 SF
10. Clean sink	2.00 EA
11. Clean mirror - double size	1.00 EA
12. Clean urinal	1.00 EA
13. Clean toilet	1.00 EA
14. Clean recessed light fixture	4.00 EA
15. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	19.75 LF
16. Clean vanity - inside and out	6.41 LF
17. Cabinet - vanity unit - Detach	6.41 LF
18. Remove Wallpaper	316.00 SF
19. Detach & Reset Mirror - 1/8" plate glass	25.64 SF
Detach	

**Womens Room**
**LxWxH 6' 1" x 5' x 11'**
**Subroom 1: offset**
**LxWxH 5' 10" x 5' 9" x 11'**

DESCRIPTION	QTY
20. HEPA Vacuuming - Light - (PER SF)	498.25 SF
21. Clean more than the walls and ceiling	498.25 SF
22. Clean countertop	5.83 SF



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### CONTINUED - Womens Room

DESCRIPTION	QTY
23. Clean sink	2.00 EA
24. Clean toilet	2.00 EA
25. Clean mirror - double size	1.00 EA
26. Clean recessed light fixture	4.00 EA
27. Detach & Reset Mirror - 1/8" plate glass Detach	23.32 SF
28. Remove Wallpaper Remove	370.33 SF

### Bathroom Hallway

LxWxH 5' x 3' 6" x 11'

DESCRIPTION	QTY
29. HEPA Vacuuming - Light - (PER SF)	222.00 SF
30. Clean more than the walls and ceiling	222.00 SF
31. Clean recessed light fixture	1.00 EA
32. Remove Wallpaper	187.00 SF

### Kitchen

LxWxH 15' 1" x 8' x 11'

DESCRIPTION	QTY
33. HEPA Vacuuming - Light - (PER SF)	749.17 SF
34. Clean more than the walls and ceiling	749.17 SF
35. Clean light fixture - fluorescent	3.00 EA
36. Clean cabinetry - upper - inside and out	8.00 LF
37. Clean cabinetry - lower - inside and out	5.33 LF
38. Clean ceiling fan w/out light	1.00 EA
39. Clean refrigerator - exterior	1.00 EA
40. Clean countertop	5.33 SF
41. Clean sink	1.00 EA
42. Hazardous Waste/Mold Cleaning Technician - per hour Cleaning contents with an EPA registered antimicrobial	8.00 HR

### Office 113

LxWxH 14' 10" x 12' x 11'

DESCRIPTION	QTY
43. HEPA Vacuuming - Light - (PER SF)	946.33 SF



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### CONTINUED - Office 113

DESCRIPTION	QTY
44. Clean the walls and ceiling	768.33 SF
45. Clean and deodorize carpet	178.00 SF
46. Clean light fixture - fluorescent	4.00 EA
47. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR

#### Office 112

LxWxH 15' 8" x 12' x 11'

DESCRIPTION	QTY
48. HEPA Vacuuming - Light - (PER SF)	984.67 SF
49. Clean the walls and ceiling	796.67 SF
50. Clean and deodorize carpet	188.00 SF
51. Clean light fixture - fluorescent	4.00 EA
52. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR

#### Office 102/City Clerk Reception

LxWxH 12' 6" x 9' 3" x 11'

##### Subroom 1: offset

LxWxH 11' x 3' 8" x 11'

DESCRIPTION	QTY
53. HEPA Vacuuming - Light - (PER SF)	1,113.08 SF
54. Clean the walls and ceiling	957.13 SF
55. Clean and deodorize carpet	155.96 SF
56. Clean light fixture - fluorescent	1.00 EA
57. Clean recessed light fixture	3.00 EA
58. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR

#### Storage Area/Room

LxWxH 10' 5" x 3' 8" x 11'

##### Subroom 1: offset

LxWxH 5' 9" x 2' x 11'

DESCRIPTION	QTY
59. HEPA Vacuuming - Light - (PER SF)	579.72 SF
60. Clean more than the walls and ceiling	579.72 SF
61. Clean light fixture - fluorescent	1.00 EA
62. Clean shelving - wood	19.00 LF
63. Hazardous Waste/Mold Cleaning Technician - per hour	3.00 HR





## Servpro of Columbia & Suwannee Counties

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### AC Closet

**LxWxH 7' 6" x 4' 10" x 11'**

#### DESCRIPTION

#### QTY

64. HEPA Vacuuming - Light - (PER SF)	343.83 SF
65. Clean more than the walls and ceiling	343.83 SF
66. Tear out wet drywall, cleanup, bag for disposal	36.25 SF
67. Tear out wet drywall, cleanup, bag, per LF - to 4' - Cat 3	12.33 LF
68. Tear out wet drywall, cleanup, bag for disposal	135.67 SF

### North Entry

**LxWxH 18' 4" x 6' 7" x 11'**

#### Subroom 1: offset

**LxWxH 18' 11" x 18' 2" x 11'**

#### DESCRIPTION

#### QTY

69. HEPA Vacuuming - Light - (PER SF)	2,292.69 SF
70. Clean more than the walls and ceiling	2,014.09 SF
71. Clean and deodorize carpet	278.61 SF
72. Clean light fixture - fluorescent	2.00 EA
73. Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR
74. Remove wet ceiling tile & drywall and bag - Cat 3	116.09 SF

### Vault Hallway

**LxWxH 8' 6" x 7' x 11'**

#### Subroom 1: closet

**LxWxH 3' 11" x 3' 8" x 11'**

#### Subroom 2: closet

**LxWxH 3' 11" x 3' 5" x 11'**

#### DESCRIPTION

#### QTY

75. HEPA Vacuuming - Light - (PER SF)	843.65 SF
76. Clean the walls and ceiling	756.41 SF
77. Clean and deodorize carpet	87.24 SF
78. Clean light fixture - fluorescent	1.00 EA
79. Clean recessed light fixture	2.00 EA
80. Hazardous Waste/Mold Cleaning Technician - per hour	4.00 HR
81. Tear out wet drywall, cleanup, bag for disposal	13.09 SF

### Cashier Area

**LxWxH 28' 10" x 10' 6" x 11'**

#### Subroom 1: offset

**LxWxH 23' 8" x 7' 8" x 11'**

#### DESCRIPTION

#### QTY

82. HEPA Vacuuming - Light - (PER SF)	2,523.06 SF
83. Clean the walls and ceiling	2,038.86 SF
84. Clean and deodorize carpet	484.19 SF
85. Clean light fixture - fluorescent	4.00 EA



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### CONTINUED - Cashier Area

DESCRIPTION	QTY
86. Clean recessed light fixture	6.00 EA
87. Clean ceiling fan w/out light	2.00 EA
88. Clean cabinetry - lower - inside and out	21.41 LF
89. Clean file cabinet - two drawer - metal	8.00 EA
90. Hazardous Waste/Mold Cleaning Technician - per hour	24.00 HR

### Growth Management Lobby

LxWxH 16' x 8' 2" x 11'

DESCRIPTION	QTY
91. HEPA Vacuuming - Light - (PER SF)	793.00 SF
92. Clean more than the walls and ceiling	793.00 SF
93. Clean and deodorize carpet	130.67 SF
94. Clean light fixture - fluorescent	2.00 EA
95. Hazardous Waste/Mold Cleaning Technician - per hour	2.50 HR

### Growth Management

LxWxH 17' 8" x 16' x 11'

DESCRIPTION	QTY
96. HEPA Vacuuming - Light - (PER SF)	1,306.00 SF
97. Clean more than the walls and ceiling	1,306.00 SF
98. Clean and deodorize carpet	282.67 SF
99. Clean light fixture - fluorescent	4.00 EA
100. Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR

### Customer Service

LxWxH 33' x 29' x 11'

#### Subroom 1: offset

LxWxH 13' 5" x 10' x 11'

DESCRIPTION	QTY
101. HEPA Vacuuming - Light - (PER SF)	4,061.50 SF
102. Clean more than the walls and ceiling	3,079.45 SF
103. Clean and deodorize carpet	1,091.17 SF
104. Clean ceiling fan w/out light	2.00 EA
105. Clean countertop	40.58 SF
106. Clean chandelier	1.00 EA
107. Clean recessed light fixture	28.00 EA
108. Hazardous Waste/Mold Cleaning Technician - per hour	3.00 HR



## Servpro of Columbia & Suwannee Counties

181 NW Amenity Court  
Lake City, Fl. 32055  
386-754-0261 - Fax - 386-754-0263  
servpro9322@comcast.net  
20-3901055

### Lobby

LxWxH 22' 3" x 19' 10" x 11'

#### DESCRIPTION

#### QTY

109. HEPA Vacuuming - Light - (PER SF)	1,808.42 SF
110. Clean more than the walls and ceiling	1,808.42 SF

### Hallway

LxWxH 6' 1" x 3' 9" x 11'

#### DESCRIPTION

#### QTY

111. HEPA Vacuuming - Light - (PER SF)	261.96 SF
112. Clean more than the walls and ceiling	261.96 SF

Grand Total

\$34,292.35

Chuck Nicholson  
Estimator

### Grand Total Areas:

12,014.50 SF Walls	3,899.97 SF Ceiling	15,914.47 SF Walls and Ceiling
3,899.97 SF Floor	433.33 SY Flooring	1,103.00 LF Floor Perimeter
0.00 SF Long Wall	2,398.92 SF Short Wall	1,103.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

### Coverage

#### Item Total

#### %

#### ACV Total

#### %

Dwelling	31,012.21	90.43%	31,012.21	90.43%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	3,280.14	9.57%	3,280.14	9.57%
Total	34,292.35	100.00%	34,292.35	100.00%

**File Attachments for Item:**

19. Emergency Item - City Council Resolution No. 2021-144 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Michael D. Williams for management services related to the vacant City Manager position; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-144**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MICHAEL D. WILLIAMS FOR MANAGEMENT SERVICES RELATED TO THE VACANT CITY MANAGER POSITION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a vacancy currently exists in the position of City Manager of the City of Lake City, Florida (hereinafter the "City"); and

**WHEREAS**, the City Council has procured a corporation to facilitate the recruitment of an executive to fill the currently vacant City Manager position; and

**WHEREAS**, on September 13, 2021, the City Council voted to approve the contingent appointment of Michael D. Williams as the City Manager; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to memorialize the temporary appointment of Michael D. Williams as the City Manager in accordance with the general terms and conditions of the agreement titled *Agreement for Management Services Between the City of Lake City, Florida and Michael D. Williams* (hereinafter the "Agreement"), attached hereto as "Exhibit A".

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

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

**Section 2.** The Mayor shall be, and is, authorized to execute for and

on behalf of the City the aforementioned Agreement with Michael D. Williams to temporarily serve as City Manager in accordance with the terms, provisions and conditions of the Agreement.

**Section 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 20<sup>th</sup> day of September 2021.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE  
CITY, FLORIDA, AND MICHAEL D. WILLIAMS**

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**THIS EMPLOYMENT AGREEMENT** (hereinafter “Agreement” or “agreement”), made and entered into as of the \_\_\_\_ day of September 2021, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called the “City”) and Michael D. Williams, (hereinafter called “Williams”). City and Williams may be jointly referred to as “Parties”.

A. The City desires to engage Williams for management services related to the vacant city manager position in accordance with the terms, conditions and provisions of this Agreement, and Williams agrees to accept said terms, conditions, and provisions.

B. The City finds and has determined that Williams has the necessary education, training, and experience in management to temporarily serve the City as the city manager.

C. The City and Williams find that this Agreement negotiated between the Parties is mutually beneficial to the Authority, Williams, and the citizens of the City.

### **Section 1: Term**

The term of employment under this Agreement shall begin on the date first written above and expire after five (5) months unless renewed in writing and signed by both Parties.

### **Section 2: Duties and Authority**

A. Williams shall perform the duties as prescribed in the job description of the city manager as such description is set forth in the City’s charter and ordinances and as may be lawfully assigned by the City.

B. Williams shall employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City.

C. It shall also be the duty of Williams to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.



D. It shall also be the duty of Williams to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Williams deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, and state and federal law.

E. It shall also be the duty of Williams to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Williams's resignation which must be accepted by the City Council.

F. Williams shall perform the duties of city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Williams by the City Council shall be appropriate to and consistent with the professional role and responsibility of Williams.

H. Williams or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to their attention to Williams for study and appropriate action.

J. The City Council and Williams anticipate Williams' employment to be temporary until the City Council's appointment of a permanent city manager. Nonetheless, the City Council intends for Williams to have full authority to fulfill the requirements of the city manager position.

### **Section 3: Compensation**

The City agrees to compensate Williams at a rate of \_\_\_\_\_, which shall be subject to all appropriate federal, state, and other applicable withholdings, and payable in installments at the same time that the other management employees of the City are paid. Any adjustments to the compensation shall be approved and memorialized by resolution of the city council. Due to the temporary nature of the relationship between the Parties, Williams has requested no benefits in addition to the aforementioned monetary compensation and no additional benefits are offered by the City.

#### **Section 4: General Business Expenses**

A. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Williams for professional and official travel, meetings, and occasions to adequately continue the professional development of Williams and to pursue necessary official functions for the City.

B. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Williams and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City's business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

C. Recognizing the importance of constant communication and maximum productivity, the City shall provide Williams, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a City owned vehicle. Upon termination of Williams's employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment.

#### **Section 5: Termination**

For the purpose of this Agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual, the city charter, ordinances, any other regulations of the City.

A. Termination Without Cause: The City may terminate this Agreement without cause upon seven (7) days written notice. Upon such termination, the City shall be released from any and all further obligation under this Agreement. During this 7-day notice time period, Williams must execute his duties and responsibilities in accordance with the terms of this Agreement. Williams's obligations under this Agreement shall continue pursuant to the terms and conditions of this Agreement.

B. Automatic Termination due to Death or Disability: If Williams dies or suffers any disability, his employment pursuant to this Agreement shall automatically terminate on the date of his death or disability, as the case may be. The term “disability” shall mean the inability of Williams to perform the essential function(s) of his duties, with or without reasonable accommodations, under this Agreement, because of physical or mental illness or incapacity. In the event of termination of Williams by the City due to death or disability, as defined above, the City will have no further obligation to Williams or his estate under this Agreement.

C. Termination at the Expiration of the Term: If Williams’s employment with the City terminates at the end of the Term, the City shall have no further obligation to Williams under this Agreement.

D. Resignation: Williams shall provide the City a minimum of two (2) weeks written notice for resignation.

E. Upon the termination of this Agreement for any reason, Williams shall return immediately to the City all City property, including training materials, computer equipment, mobile devices, tools, equipment, property, and other records of the City within Williams's possession, custody, or control. Williams shall also provide all logins and passwords related to any online business of the City.

## **Section 6: Hours of Work**

It is recognized that Williams must devote a great deal of time outside the traditional eight (8) hour workday, and to that end Williams shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Williams to faithfully perform the duties and responsibilities of the City Manager position.

## **Section 7: Ethical Commitments**

Williams will at all times uphold the tenets of the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Specifically, Williams shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

## **Section 8: Indemnification**

Beyond that required under Federal, State, or Local Law, the City shall defend, save harmless and indemnify Williams against any obligation to pay money or perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Williams's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Williams may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Williams, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Williams against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Williams in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Williams recognizes that the City shall have the right to compromise and unless Williams is a party to the suit and in such an instance Williams shall have a veto authority over the settlement, settlement of any claim or suit; unless, said compromise or settlement is of a personal nature to Williams. Further, the City agrees to pay all reasonable litigation expenses of Williams throughout the pendency of any litigation to which Williams is a party, witness or advisor to the City. Such expense payments shall continue beyond Williams's service to the City as long as litigation is pending. Further, the City agrees to pay Williams reasonable consulting fees and travel expenses when Williams serves as a witness, advisor or consultant to the City

regarding pending litigation.

### **Section 9: Bonding**

The City shall bear the full cost of any fidelity or other bonds required of Williams under any law or ordinance.

### **Section 10: Other Terms and Conditions of Employment**

A. The City, only upon written agreement with Williams, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Williams, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Williams, as City Manager, is exempt from residing within the incorporated area of the City while employed as City Manager.

### **Section 11: Notices**

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

CITY: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

WILLIAMS: 9311 SE Hosting Lane, White Springs, FL 32096

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Additionally, Notice to Williams may be provided via electronic mail to: mdw03@windstream.net

### **Section 12: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Williams. Any prior discussions or representations by or between the City and Williams that have not been reduced to writing in this Agreement are rendered null and void. The City

and Williams by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Williams as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Williams subsequent to the expungement or judicial modification of the invalid provision.

D. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of the City's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

E. Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and shall be performed in Columbia County, Florida, unless otherwise provided by law. Sole and exclusive venue for any legal proceedings arising from or as a result of this Agreement shall be a court of competent jurisdiction in Columbia County, Florida.

F. Costs and Attorneys' Fees. The prevailing party in any legal proceedings arising from or as a result of this Agreement shall be entitled to recover its attorneys' fees and costs.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**MICHAEL D. WILLIAMS**

By: \_\_\_\_\_  
Michael D. Williams

# MICHAEL D. WILLIAMS

Mdw03@windstream.net ·

Retired Government & Industry Affairs Manager with a history of Public & Community Service and strong military background.

## EXPERIENCE

JULY 2006- JUNE 2021

**GOVERNMENT & INDUSTRY AFFAIRS MANAGER**, NUTRIEN

Regional GIA Manager for SE United States, Georgia, Florida, Alabama & Mississippi. Responsible for all Governmental issues within assigned area. Also worked in Issues Management & Crisis Communications

JANUARY 1998-MAY 2005

**COUNTY MANAGER/COORDINATOR**, HAMILTON COUNTY, FLORIDA

County Coordinator/Manager for all County Departments reporting to the Board of County Commissioners. Served as liaison between Board of Commissioners and all other Constitutional Officers. Responsible for supervision of day-to-day operations and implementation of all board policies. Departed May 2005 recalled to active military service.

OCTOBER 1973-JUNE 1995: MAY 2005-AUGUST 2006

**PROFESSIONAL SOLDIER**, UNITED STATES ARMY

Professional Non-Commissioned Officer serving in variety of Leadership & staff positions from Corporal to Sergeant Major in world-wide assignments in support of Army Operations. Duty codes as Light Weapons Infantry and Signal Corps. Honorably Retired.

## EDUCATION

DECEMBER 1981

**AS, POLICE SCIENCE**, LAKE CITY COMMUNITY COLLEGE, LAKE CITY, FLORIDA

MAY 1991

**BS, PUBLIC ADMINISTRATION** BRENAU UNIVERSITY, GAINESVILLE, GA

DECEMBER 2000

**MPA, PUBLIC ADMINISTRATION** VALDOSTA STATE UNIVERSITY, VALDOSTA, GA



## **SKILLS**

- Crisis Communications training and experience
- Issues Management experience
- Government management experience
- Stakeholder Development
- Leadership & organizational Skills

## **ACTIVITIES**

- Long term Board Member and Past President of United Way of Suwannee Valley.
- Past Board Member and Past President of Lake City Columbia County Chamber of Commerce
- Past Board member Manufacturers Association of Florida (MAF)
- Past member of Florida Chamber of Commerce

References available upon request.

**File Attachments for Item:**

20. Discussion and Possible Action - Filling the vacancy of Council Member for City Council District 14.

MEETING DATE
09/20/2021

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Discussion and Possible Action: Filling the vacancy of Council Member for City Council District 14

**DEPT / OFFICE:** City Council

**Originator:** Audrey Sikes, City Clerk

<b>City Manager</b>	<b>Department Director</b>	<b>Date</b> 9/12/2021
---------------------	----------------------------	--------------------------

**Recommended Action:**

Members to discuss and decide what process will be used to seek interested candidates to fill the unexpired term.

**Summary Explanation & Background:**

On September 9, 2021 Christopher Greene resigned his position on the City Council., effective immediately.

Section 301 (b) of the Charter, titled Eligibility is as follows: Only qualified voters who have resided in the city for a minimum of one (1) year prior to qualifying as a candidate for election to a seat on the city council, and are eighteen (18) years of age or older, shall be eligible to hold office, and all council members, except the mayor, shall have resided in the district which they represent at least one (1) year prior to the time they qualify for office.

Section 304 (c) (2) (2) of the Charter, titled Vacancies, forfeiture of office; filling of vacancies is as follows: If less than two (2) years and sixty (60) days remain in the term of office, the council shall within sixty (60) days from the date the vacancy occurred, by a majority vote of the remaining members, choose a successor to serve said unexpired term of the vacated council seat.

If the vacated seat is that of the vice-mayor, upon appointment or election of the new councilmember, whichever first occurs, the council shall elect one of their members to hold the position so vacated.

**Alternatives:**

**Source of Funds:**

**Financial Impact:**

**Exhibits Attached:**

Christopher Greene resignation letter

Section 301 of Charter – Composition; eligibility; districts; election and terms of office

Section 304 of Charter – Vacancies, forfeiture of office; filling of vacancies

Section 508 of Charter – Qualifications

Sample Qualifying Checklist for Elections

Rec'd 9/9/2021  
9:08  
am  
als

9/9/2021

Effective immediately, I resign my position on the city council for the City of Lake City.

Very respectfully,

A handwritten signature in cursive script, appearing to read "Christopher Greene".

Christopher Greene

Section 301. - Composition; eligibility; districts; election and terms of office.

- (a) *Composition.* There shall be a city council of five (5) members elected by the qualified voters of the city. The council positions are as follows: Mayor-councilmember; councilmember, District 10; councilmember, District 12; councilmember, District 13; and councilmember, District 14.
- (b) *Eligibility.* Only qualified voters who have resided in the city for a minimum of one (1) year prior to qualifying as a candidate for election to a seat on the city council, and are eighteen (18) years of age or older, shall be eligible to hold office, and all council members, except the mayor, shall have resided in the district which they represent at least one (1) year prior to the time they qualify for office.
- (c) *Districts.* The several districts of the city are defined as follows:
- (1) District 10 shall consist of and embrace all of the territory or area of the City lying and being North of each SE Putnam Street, SE Knox Street and SW Knox Street and lying and being East of Main Boulevard beginning at the intersection of SW Main Boulevard with SW Knox Street and extending North to the City limits. Main Boulevard, as located on the effective date of this ordinance, is also designated as U.S. Highway 41.
  - (2) District 12 shall consist of and embrace all of the territory or area of the City lying and being North of both West Duval Street and West U.S. Highway 90 starting at the intersection of West Duval Street with Main Boulevard and lying West of NW Main Boulevard. West Duval Street, as located on the effective date of this ordinance, is also designated as West Highway 90.
  - (3) District 13 shall consist of and embrace all of the territory or area of the City lying and being in the following tracts:  
Tract One of District 13 shall consist of and embrace all of the territory or area of the City lying and being West of SW Sisters Welcome Road and lying South of U.S. Highway 90, LESS AND EXCEPT all of the area of the City in Quail Heights, a subdivision as per plat recorded in Plat Book 3 Page 104, public records of Columbia County, Florida.  
  
Tract Two of District 13 shall consist of and embrace all of the territory or area of the City lying and being North of each SW St. Margaret Drive, and Margaret Road extending to the intersection of SW Sisters Welcome Road and the South line of the NE ¼ of Section 1, Township 4 South, Range 16 East (the "SW Corner of Tract s") and lying East of that portion of SW Sisters Welcome Road from the Southwest Corner of Tract 2 to U.S. Highway 90 and lying South of both SW Baya Drive and West U.S. Highway 90 and lying West of SW Main Boulevard.
  - (4) District 14 shall consist of and embrace all of the territory or area of the City lying and being in the following tracts:  
Tract One of District 14 shall consist of and embrace all of the territory or area of the City lying and being East of SW Main Boulevard starting at the intersection of SW Main Boulevard with SW Knox Street and lying South of SE Putnam Street, SE Knox Street and SW Knox Street.  
  
Tract Two of District 14 shall consist of and embrace all of the territory or area of the City lying and being South of West Duval Street to its intersection with SW Baya Drive and lying North of SW Baya Drive to its intersection with SW Main Boulevard and lying West of SW Main Boulevard to its intersection with West Duval Street and SW Main Boulevard.  
  
Tract Three of District 14 shall consist of and embrace all of the territory or area of the City lying and being South of each SW St. Margaret Drive and Margaret Road from its intersection with SW Main Boulevard and extending West along each SW St. Margaret Drive and Margaret Road as extended along the South line of the NE ¼ of Section 1, Township 4 South, Range 16 East, and lying East of SW Sisters Welcome Road, and lying West of SW Main Boulevard.  
  
Tract Four of District 14 shall consist of and embrace all of the territory or area of the City located and being in Quail Heights, a subdivision as per plat recorded in Plat Book 3, page 104, public records of Columbia County, Florida.

A map identifying Districts 10, 12, 13, and 14 is attached to this ordinance as Exhibit "A" for illustrative purposes only and is on file in the Office of the City Clerk.

- (d) *Election and terms.*
- (1) The regular election of the city councilmembers shall be held on the same day established by the State of Florida for the first state primary election.
  - (2) The mayor-councilmember and the councilmembers from Districts twelve (12) and thirteen (13) shall be elected in 1978 for a two-year term. In 1980 and every four (4) years thereafter, the mayor-councilmember and councilmembers from Districts twelve (12) and thirteen (13) shall be elected for four-year terms. The councilmembers from Districts ten (10) and fourteen (14) shall be elected in 1978 and every four (4) years thereafter for four-year terms.
  - (3) The mayor-councilmember shall be elected at large by all the electors of the city. The councilmembers from Districts ten (10), twelve (12), thirteen (13) and fourteen (14) shall be elected by the electors residing within their respective districts.
- (e) *Revisions of districts.* In October 2005, and at least every five (5) years thereafter, the council shall review the boundaries of the four (4) separate districts of the city as established by Section 30 (c), for the purpose of determining the number of registered voters in each of the separate districts. Following each such review, the council may, in its discretion, by ordinance, redefine the boundaries of each of the separate districts to insure that each has approximately the same number of registered voters.
- (Ord. No. A-389, § 1(B), 5-15-78; Ord. No. A-390, § 1, 5-15-78; Ord. No. A-496, § 1, 8-16-82; Ord. No. 92-716, § 1, 7-6-92; Ord. No. 2002-957, § 1(a), 7-15-02; Ord. No. 2010-2003, § 1, 6-21-10; Res. No. 2010-116, § 1, 11-3-10; Ord. No. 2013-2034, § 1, 5-20-13)

Section 304. - Vacancies, forfeiture of office; filling of vacancies.

- (a) *Vacancies.* The office of a councilmember shall become vacant upon his death, resignation, removal from office in any manner authorized by law or forfeiture of his office, such forfeiture to be declared only by the remaining members of the council.
- (b) *Forfeiture of office.* The council shall declare a council seat forfeited if the council by majority vote finds that a council member:
- (1) Lacks at any time during his or her term of office any qualification for the office prescribed by this Charter, or by law;
  - (2) Violates any express prohibition of this Charter;
  - (3) Is absent from three (3) consecutive regular meetings of the council without being excused by the council;
  - (4) Is guilty of committing a felony;
  - (5) Is guilty of engaging in conduct which violates acceptable standards of moral behavior where such conduct involves moral turpitude or would constitute a crime under the laws of Florida, or if such conduct was engaged in by a judge of any of the state courts would cause such judge to be removed from office.
- (c) *Filling of vacancies.* A vacancy in the office of mayor-councilmember should be filled as follows:
- (1) If more than eight (8) months remain in the term of office, the council shall schedule a special election to be held not sooner than sixty (60) days nor more than ninety (90) days following the occurrence of the vacancy.
  - (2) If less than eight (8) months remain in the term of office, the council shall, within sixty (60) days from the date the vacancy occurred, by a majority vote of the remaining members, choose a successor to serve said unexpired term of the vacated council seat. If the vacated seat is that of the vice-mayor, upon appointment or election of the new councilmember, whichever first occurs, the council shall elect one of their members to hold the position so vacated. Under no circumstances shall the service of the vice-mayor in the capacity of

mayor during an interim vacancy in the office of mayor be deemed to create a vacancy in the council seat occupied by said vice-mayor. A vacancy in the office of councilmembers other than mayor shall be filled as follows:

- (1) If more than two (2) years and sixty (60) days remain in the term of office, the council shall forthwith call a special election to be held at the next regular city election where said seat shall be filled for the remaining term.
- (2) If less than two (2) years and sixty (60) days remain in the term of office, the council shall within sixty (60) days from the date the vacancy occurred, by a majority vote of the remaining members, choose a successor to serve said unexpired term of the vacated council seat.

If the vacated seat is that of the vice-mayor, upon appointment or election of the new councilmember, whichever first occurs, the council shall elect one of their members to hold the position so vacated.

- (d) *Extraordinary vacancies.* In the event that all members of the council are removed by death, disability, law or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held not sooner than sixty (60) days nor more than ninety (90) days following the appointment of the interim council. Said interim council may, by emergency ordinance, establish procedures for said election, where in their opinion, the same are necessary to effectuate the intention of this Charter.

(Ord. No. A-444, § 1, 2-18-80; Ord. No. A-496, § 1, 8-16-82; Ord. No. 2002-957, § 1(b), 7-15-2002)

#### Section 508. - Qualifications.

In addition to those qualifications listed in Article III, Section 301(b), any person seeking to qualify as a candidate for election to a seat on the city council shall qualify for his or her respective seat by filing a written notice of his or her candidacy with the city clerk at any time after noon on the first day of qualifying for nomination or election to the respective council seat which he or she seeks. Municipal election qualifications shall run for the same period as now or hereafter provided for in The Florida Election Code (F.S. § 99.061 et seq.). Except as otherwise provided for herein, each candidate shall, at the time of filing notice of his or her candidacy, pay to the city clerk a qualifying fee equal to six percent of the annual salary of the council seat sought. Alternatively, in lieu of paying any qualifying fee, a person seeking to qualify as a candidate for nomination or election for any of the designated seats of the city council to be filled, including the office of mayor-councilmember, may qualify to have his or her name placed on the ballot by means of a petitioning process which would require a candidate for election to the respective council seat in the district that he or she seeks to obtain signatures on a petition of at least five percent of the total number of registered voters residing in such district, or with respect to a candidate for election to the office of mayor-councilmember, to obtain the signatures on a petition of at least five percent of the total number of registered voters in the city, as shown by the records of the supervisor of elections of Columbia County for the last preceding city election. The requirements and procedures of the petitioning process shall be established by ordinance enacted by the city council.

(Ord. No. A-389, § 1(D), 5-15-78; Ord. No. 92-716, § 1, 7-6-92; Ord. No. 2002-957, § 1(e), 7-15-02; Ord. No. 2019-2119, § 2, 6-17-19)

## SAMPLE - QUALIFYING CHECKLIST

<b>MUST HAVE THESE ITEMS DURING QUALIFYING NOON 6/___/____ TO NOON 6/___/____</b>			
<b>APPOINTMENT OF CAMPAIGN TREASURER DS-DE-9 (10/10)</b>			
<b>CANDIDATE OATH (DS-DE-302 NP (5/2021))</b>			
<b>STATEMENT OF FINANCIAL INTERESTS Form 1 (01/01/2021)</b>			
<b>STATEMENT OF CANDIDATE DS-DE-84 (5/11)</b>			
<b>PETITION VALIDATION/OR EXECUTED CHECK 6% OF ANNUAL SALARY \$17,764.24 = \$1,065.85</b>			
<b>UNDUE BURDEN AFFIDAVIT/OR COLLECT 1% OF ANNUAL SALARY \$17,764.24 = \$177.64</b>			
<b>RESIDENCY AFFIDAVIT (FOR COLC USE ONLY)</b>			
<b>VOTER ID CARD COPY (FOR COLC USE ONLY)</b>			

**File Attachments for Item:**

21. Discussion and Possible Action: Memorial Stadium (Todd Sampson)



Due to limited raw material supply and a very high demand, Lead times are only estimates and may fluctuate.

877-800-9184 (tel:+1877800918430)

 (https://www.theparkcatalog.com/customer/account/)



 (https://www.theparkcatalog.com/customer/account/login/)



(https://www.theparkcatalog.com/qql) (https://www.theparkcatalog.com/index) (https://www.theparkcatalog.com/check

Home (https://www.theparkcatalog.com/) / 4 Row Aluminum Bleachers - Sideline Series

# 4 Row Aluminum Bleachers - Sideline Series

\$922.00 / each

theparkcatalog.com/4-row-aluminum-bleachers-sideline-series?utm\_term=&utm\_campaign=Smart+Shopping+-  
words&utm\_medium=ppc&hsa\_acc=8003768090&hsa\_cam=11302574639&hsa\_grp=110245783585&hsa\_ad=471384594222&hsa\_src=u&hsa\_tgt=pla-  
kw=&hsa\_mt=&hsa\_net=adwords&hsa\_ver=3&gclid=Cj0KCQjw1ouKBhC5ARIsAHXNMI-  
ANGVv1yt8G089JdfcrARWoH80u5W3t\_A70uQaAlYaEALw\_wcB&cleanprint=1)

Item # 569-1222

Length \*

7.5' Long



Shop Drawings \*

No Drawings



Anchoring Option \*

No Anchors



1

ADD TO CART

- 2012 IBC Compliant
- Aluminum planks and frames
- Galvanized hardware
- Ships knocked down
- **3 Day ParkExpress**



Actual product may vary from image shown.  
Please contact an expert for more info: 866-280-9894

DESCRIPTION

Product Details:

Our 4 row Sideline Series bleachers feature an all aluminum design. These cost effective, low rise systems will seat anywhere from 20 to 72 people, depending on the length of the unit.

Features:

10 1/2" first row seat height

28 1/2" top row seat height

2 x 12 anodized seat planks

2 x 10 mill finish foot planks

Aluminum angle understructure

*\*Assembly not included (ships knocked down.)*

*\*\*Anchors not included, but available upon request at an additional cost.*

Length	Seating Capacity
7.5'L	20
9'L	24
15'L	40
21'L	56
24'L	64
27'L	72

ARCHITECT & PRODUCT RESOURCES

RELATED PRODUCTS

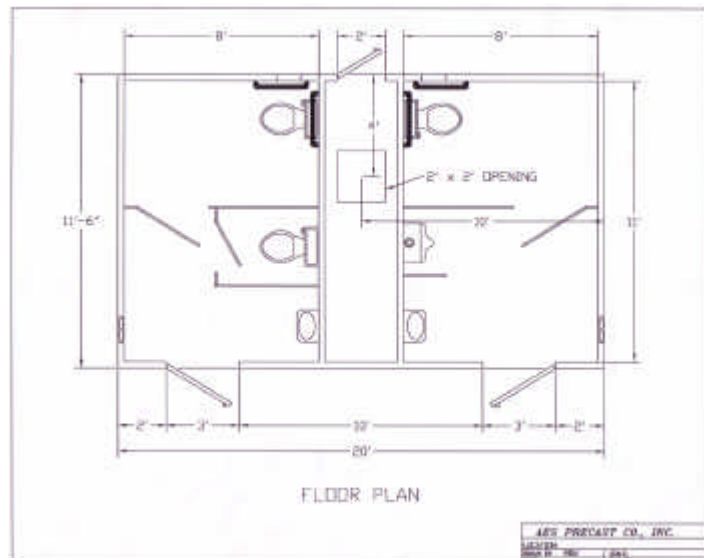
## Flush Style Restroom Model: AES-1222-RRG



Our 1222RRG is one of the most popular restroom designs we manufacture. This restroom is the perfect size for most public areas, and looks great. The texture shown is our simulated split-faced block, with a simulated standing seam metal roof. With 100% concrete construction, this restroom is built for a lifetime of heavy traffic and easily resists vandalism. We offer many options for the exterior and interior, as well as a Hurricane Tie-Down package that gives the building a 150+ mph wind resistance.

### Standard Features

- 11'6" x 22' Exterior
- Men's: ADA Water Closet, Urinal, ADA Lavatory
- Women's: ADA Water Closet, Std. Water Closet, ADA Lavatory
- Vitreous China Fixtures
- Mirrors, Grab Bars & Toilet Paper Holders
- Steel Partitions with Baked Enamel Finish
- UL-752 Bulletproof Reinforced 4,000 psi Concrete
- 4" Walls, 4" Roof, 6" Floor
- Concrete Gable Roof
- Utility Chase / Storage Area
- All Plumbing Concealed in Chase
- 3'0" x 7'0" 18 Gauge Steel Doors
- 8" Ventilation Fans with Louvers, Rain Hoods & Screens
- Lexan Windows, Opaque
- 125 Amp Electrical Panel
- 4' Fluorescent Light Fixtures in Restrooms & Chase
- Non-Slip Floors, Epoxy Coated Interior Walls
- Choice of Exterior Texture/Color



**- Please contact AES for pricing -**

Crane Rental for Offloading Not Included  
5 Year Limited Warranty  
Weight: 65,000 Lbs.  
(8) Removable Lifting Points in Floor Slab  
Plug & Play Utilities

## Lifting & Setting Instructions



1. Building will be delivered via. flatbed truck and arrive to your prepared site as shown.



2. Attach rigging to supplied lifting bolts. 1 1/2" Lifting bolts are threaded into the 6" floor slab on opposite sides of the building at various points (2 - 4 per side).



3. Building is lifted from flatbed by crane . Flatbed truck and crane must be able to sit side-by-side when offloading.



4. Building is lowered into place. After building is set, rigging is removed and lifting bolts are removed. If anchoring, anchor plates are attached to floor slab at lifting points, then anchored to concrete slab. Site is then backfilled or landscaped as desired.

## Restroom / Shower Options & Upgrades

In addition to the standard options for each facility, we also offer upgrades and optional equipment. If you would like an option not listed here, or need a custom sized restroom, call us and we will be happy to assist you.

Hardware	Electrical	
<input type="checkbox"/> Stainless Steel Water Closets <input type="checkbox"/> Stainless Steel Urinals <input type="checkbox"/> Stainless Steel Sinks <input type="checkbox"/> Stainless Steel Partitions <input type="checkbox"/> Stainless Steel Mirrors <input type="checkbox"/> Stainless Steel Trash Cans, Wall Mounted <input type="checkbox"/> Stainless Steel Trash Can / Towel Dispenser <input type="checkbox"/> Waterless Urinals <input type="checkbox"/> Solid Plastic Partitions <input type="checkbox"/> Fiberboard Partitions <input type="checkbox"/> Concealed Flush Valves <input type="checkbox"/> Automatic Flush Valves <input type="checkbox"/> Automatic Faucets <input type="checkbox"/> 40 Gallon Water Heater <input type="checkbox"/> 80 Gallon Water Heater <input type="checkbox"/> Large Tankless Water Heater (Showers) <input type="checkbox"/> Small Tankless Water Heater (Sinks) <input type="checkbox"/> Retractable Changing Tables <input type="checkbox"/> Water Fountain <input type="checkbox"/> Dual Water Fountains <input type="checkbox"/> Water Fountain with Jug Filler <input type="checkbox"/> Skylights (1' x 2' Opaque Lexan), Qty ____ <input type="checkbox"/> Interior Hose Bib <input type="checkbox"/> Exterior Hose Bib <input type="checkbox"/> R-18 Insulation with Fiberglass Reinforced Plastic Laminate Walls & Ceiling <input type="checkbox"/> PVC Non-Slip Flooring <input type="checkbox"/> Exit Signs with Emergency Lighting <input type="checkbox"/> Lockers, Qty ____ <input type="checkbox"/> Floor Drains <input type="checkbox"/> Diaper Changing Stations	<input type="checkbox"/> Exterior Light Fixtures with Photocells, Qty ____ <input type="checkbox"/> Chase Heater, Forced Air 10,000 BTU <input type="checkbox"/> Comfort Radiant Heaters, Ceiling Mounted <input type="checkbox"/> A/C, Window Units <input type="checkbox"/> HVAC, 1 Ton Wall Mount <input type="checkbox"/> HVAC, 3 Ton Wall Mount <input type="checkbox"/> 12" Solar Powered Ventilation Fan <input type="checkbox"/> 16" Solar Powered Ventilation Fan <input type="checkbox"/> Electric Hand Dryers <input type="checkbox"/> Duplex Receptacles, Qty ____ <input type="checkbox"/> Exterior Duplex Receptacles, Qty ____	
	Structural	
	<input type="checkbox"/> Concrete Privacy Wall (Front Porch) <input type="checkbox"/> Floor Drains <input type="checkbox"/> Concrete Shower Partitions <input type="checkbox"/> Tile Flooring (Serving Areas)	
	Ext. Wall Finish	Roof Finish / Type
	<input type="checkbox"/> Split-Faced Block <input type="checkbox"/> Brick <input type="checkbox"/> Smooth, Painted <input type="checkbox"/> Stucco <input type="checkbox"/> Vertical Wood Plank <input type="checkbox"/> Horizontal Wood Plank <input type="checkbox"/> Barn Board <input type="checkbox"/> Exposed Aggregate	<input type="checkbox"/> Smooth <input type="checkbox"/> Simulated Raised Seam Metal  <input type="checkbox"/> Gable, 4/12 Pitch <input type="checkbox"/> Flat, 5" at Center, 4" at Edge
	Doors	ADA
<b>Hurricane Zone Options</b> <input type="checkbox"/> Hurricane Tie-Down Package, 150+ MPH Wind Resistance <input type="checkbox"/> 4" Walls (3" Standard) <input type="checkbox"/> Projectile Proof Doors <input type="checkbox"/> Projectile Proof Windows & Frames	<input type="checkbox"/> 3' x 7' Fiberglass (Corrosion Proof) <input type="checkbox"/> 3' x 7' Aluminum (Corrosion Proof) <input type="checkbox"/> 3' x 7' Bulletproof Steel <input type="checkbox"/> 3' x 7' Steel, Half Glass <input type="checkbox"/> 4' x 7' Steel	<input type="checkbox"/> Required <input type="checkbox"/> Preferred <input type="checkbox"/> Not Required



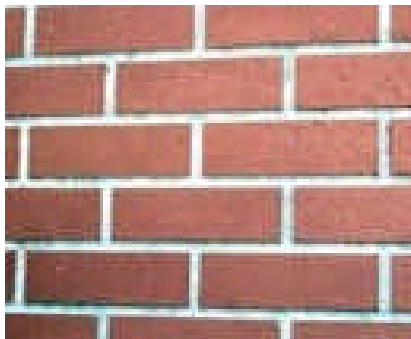
## SAMPLE EXTERIOR FINISHES



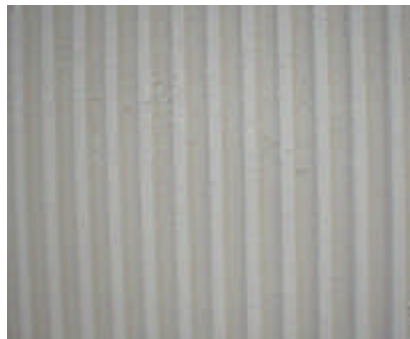
EXPOSED AGGREGATE



ARCHITECTURAL SPLIT-FACED BLOCK



BRICK



FLUTED RIB



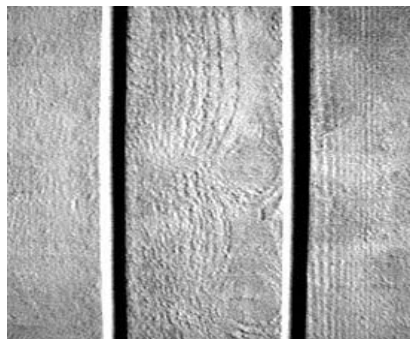
SMOOTH TROWEL, PAINTED



FRACTURED RIB

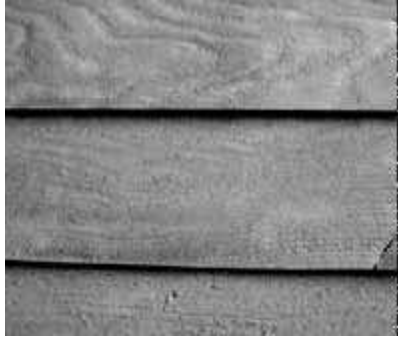


SKIP TROWEL STUCCO

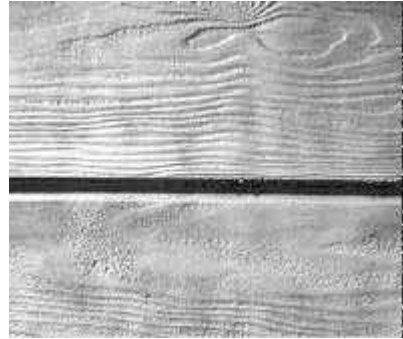


VERTICAL PLANK

## SAMPLE EXTERIOR FINISHES



SHIP LAP



HORIZONTAL PLANK



BARN BOARD



MARYLAND ASHLAR STONE



ROOF DETAIL  
SIMULATED RAISED SEAM METAL

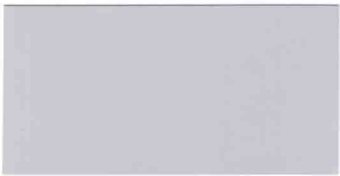
# Most Popular Colors



Morning Shadow 475-P



Alpine White 400-P

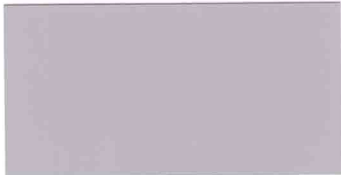


Blue Ice 428-P



Silver Fox 440-M

(Thorogard 440-P)



Winter Gray 441-M

(Thorogard 441-P)



Morning Sky 427-M

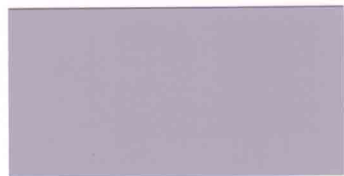


Early Spring 415-P

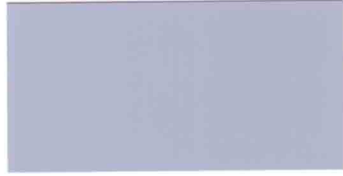


Silver Fox 440-M

(Thorogard 440-P)



Early Dawn 476-M



Morning Sky 427-M



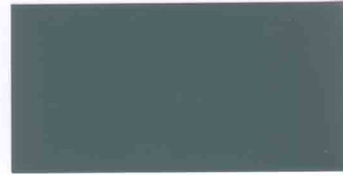
Dusty Green 414-M



Nickel 439-M



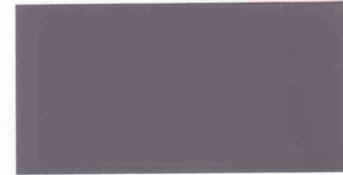
Denim 458-N



Moss Green 412-N



Shale 438-N



Ivy Green 465-N

# Most Popular Textures



Thorocoat® Fine



Thorocoat® Coarse

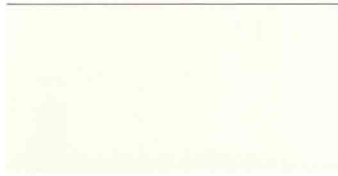


Thorocoat® Tex / Thoro TW



Thorocoat® Heavy Tex

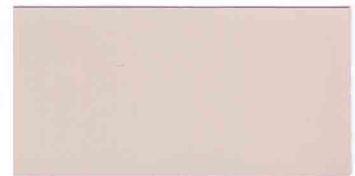




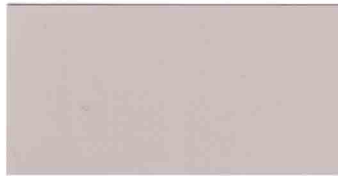
• Serenity White 473-P



• Sesame 472-P



• Stonewash 470-P



• Pearl Gray 474-M



• Bone 420-P



• Sandy Beach 437-M (Thorogard 437-P)



• Thoro® Gray 447-M



• Parchment 419-P



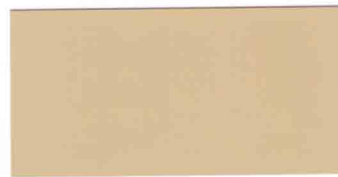
• Apache 432-M



• Putty Tan 433-M



• Stone Creek 464-M



• French Vanilla 418-M



• Antique Lace 416-M (Thorogard 416-P)



• Natural Suede 431-M



• Light Khaki 411-M (Thorogard 411-P)



• Dijon 417-M



• Good Earth 430-N

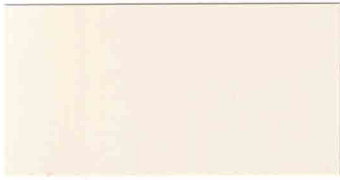
### • Landscape Colors

10 Standard colors for  
Thoroseal cementitious coating.

### Textures

Thoro offers both sand and perlite-based textures. Sand textures (Thorocoat Fine and Coarse) provide impact and abrasion resistance. Heavy perlite textures (Thorocoat Heavy Tex, Tex, and Thoro TW Coating) hide substrate imperfections.





**Whip Cream** 469-P



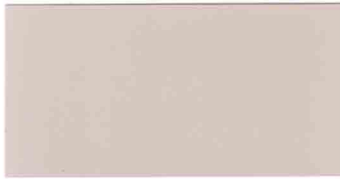
**Soft Rose** 471-P



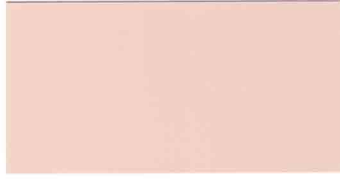
**Cherry Cream** 423-P



**Summer White** 401-P



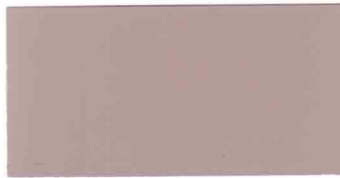
• **Navajo White** 402-P



**Pink Coral** 446-P



**Shell** 462-M



**Tudor Beige** 436-M (Thorogard 436-P)



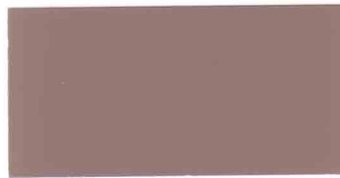
**Dusty Peach** 455-M



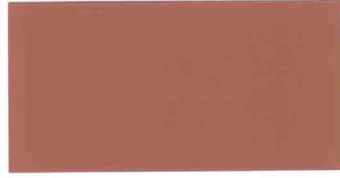
**Blush** 422-M



**Mayan** 435-M



**Dark Almond** 463-N



**Adobe** 444-N



**Brick Stone** 467-N



**Mocha** 434-N



**Brandywine** 442-N



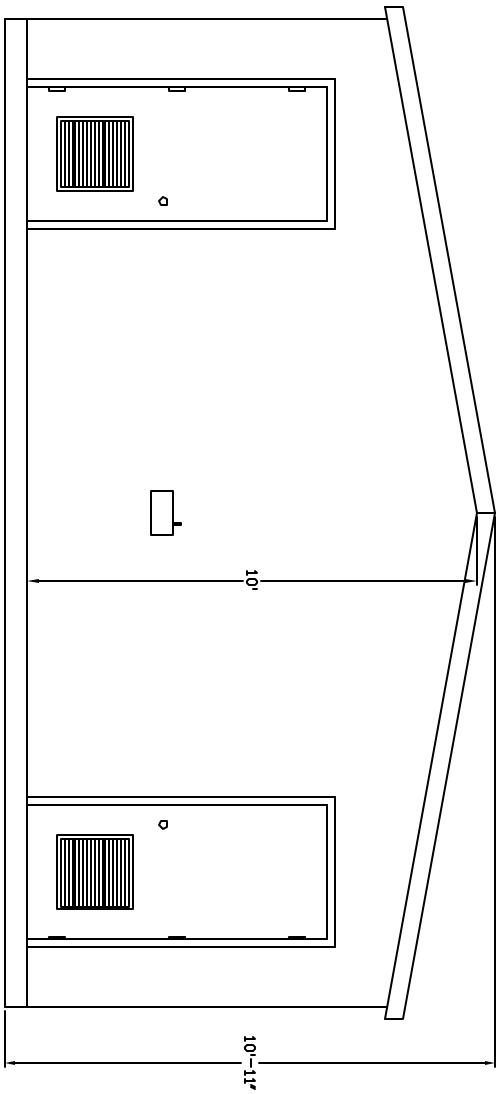
**Walnut** 429-N



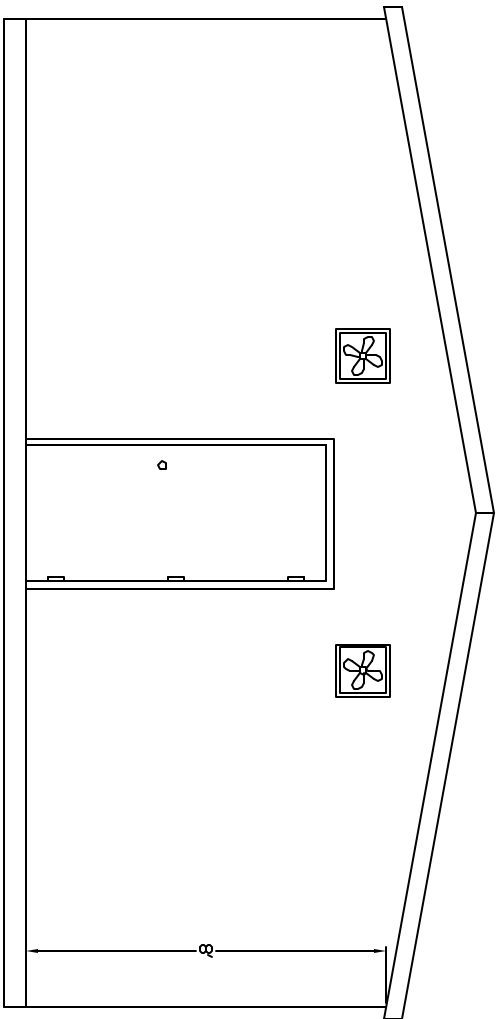
### Colors

Colors are formulated and manufactured using Colortrend Universal Colorants from Degussa Coatings and Colorants. Color formulas of the 48 Elements colors are available through the Thoro tint manual, on both paper and floppy disk. Custom colors and color formulas are available upon request to Customer Service.

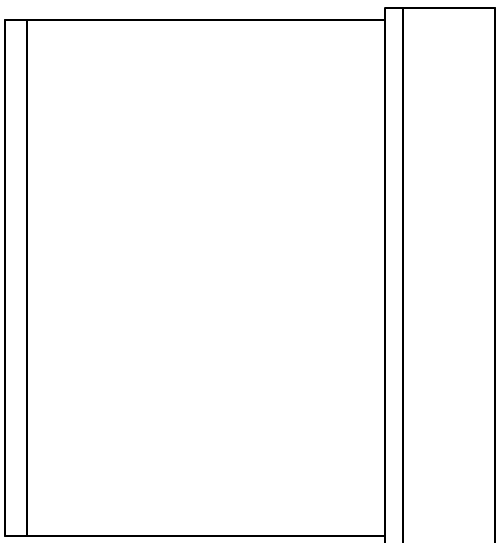
Colors may vary slightly depending on texture. Color and texture should be approved on jobsite prior to application.



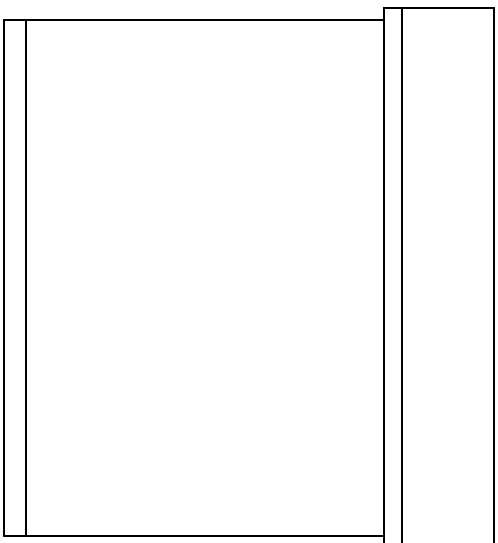
FRONT VIEW



REAR VIEW

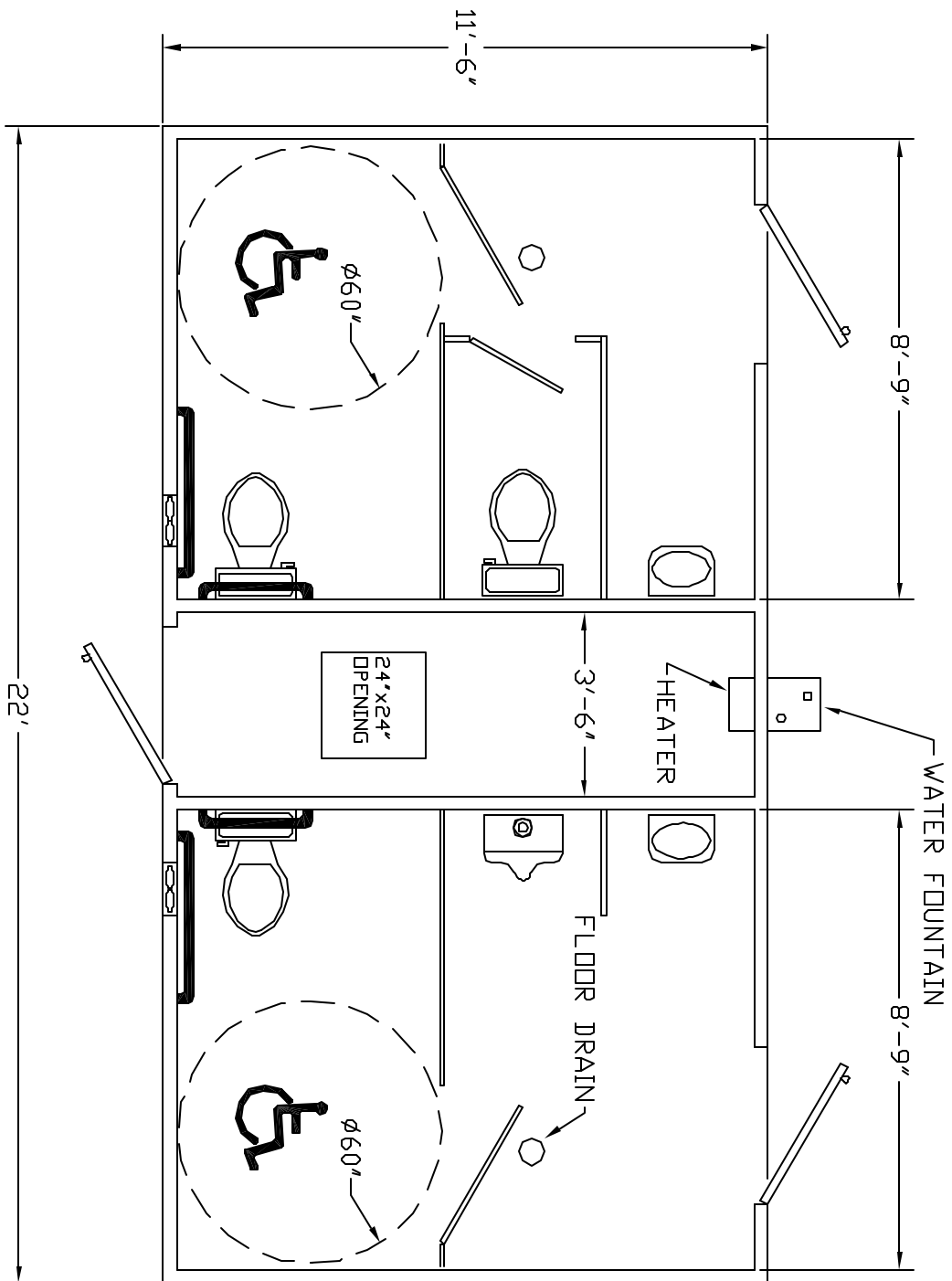


RIGHT VIEW



LEFT VIEW

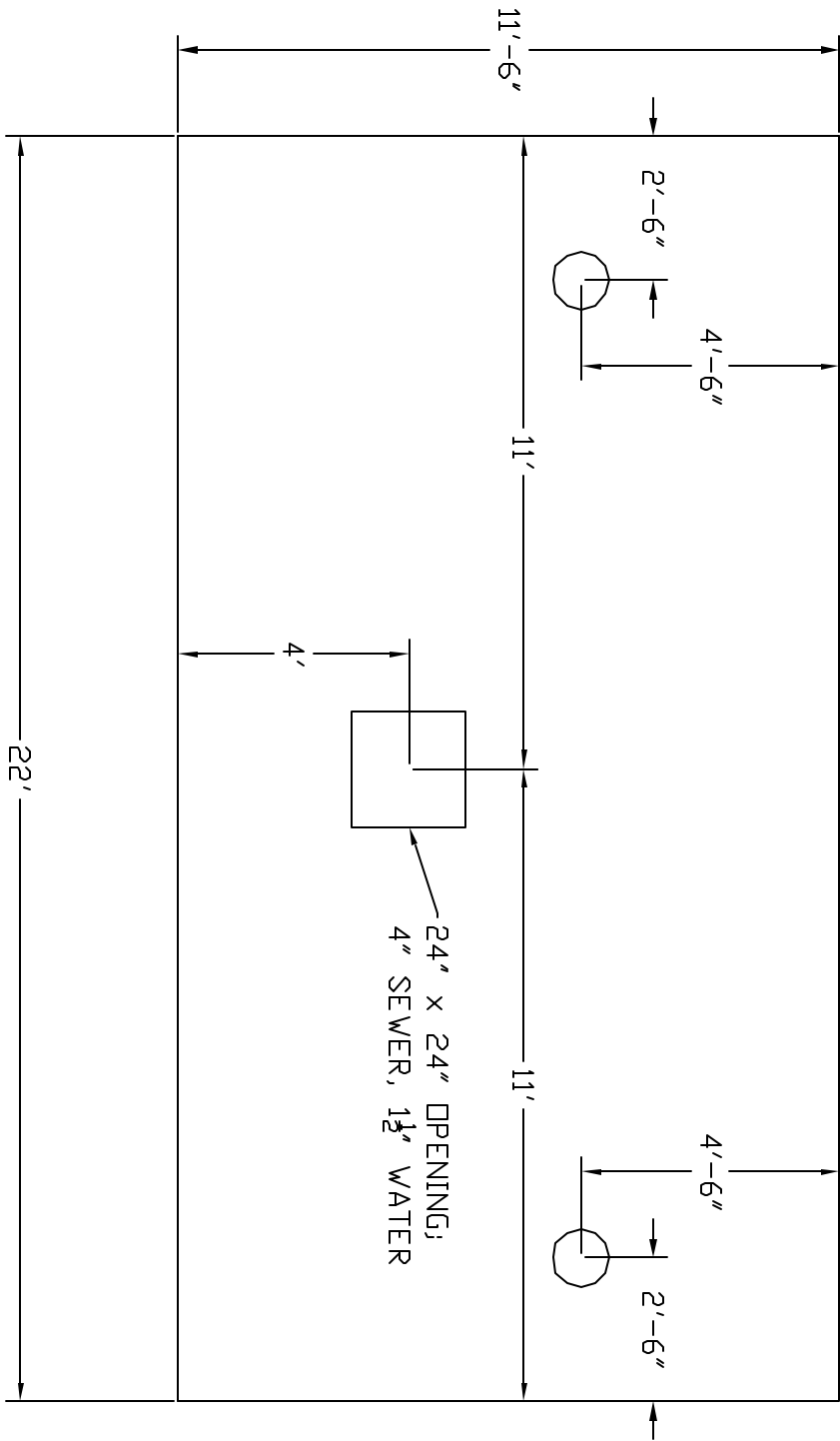
<b>AES PRECAST CO., INC.</b>			
3803 17TH STREET, NORTHPORT, AL 36476 T-800-348-3274			
JOB LOCATION:		AES-1222-RMF	
DRAWN BY:	MBW	SCALE:	
DATE:	09-01-06	DWG NO.	2 of 3



FLOOR PLAN

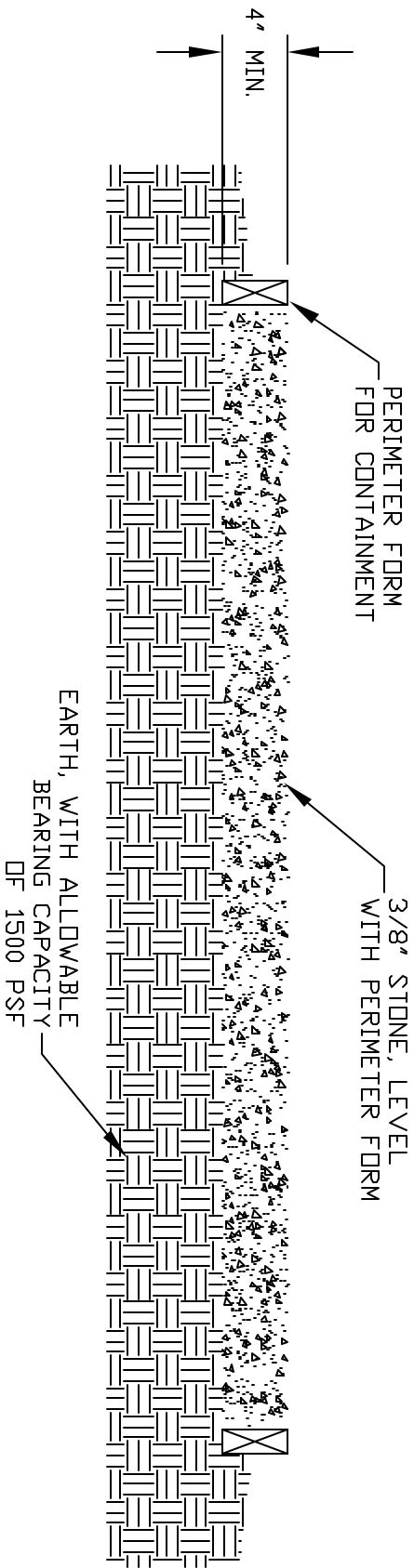
<b>AES PRECAST CO., INC.</b>			
3801 17TH STREET, NORTHPORT, AL 35476 1-800-942-9274			
JOB LOCATION:	AES-1222-RRWF		
DRAWN BY:	MBV	SCALE:	
DATE:	09-01-06	DWG. NO.	1 of 3

FRONT OF BUILDING



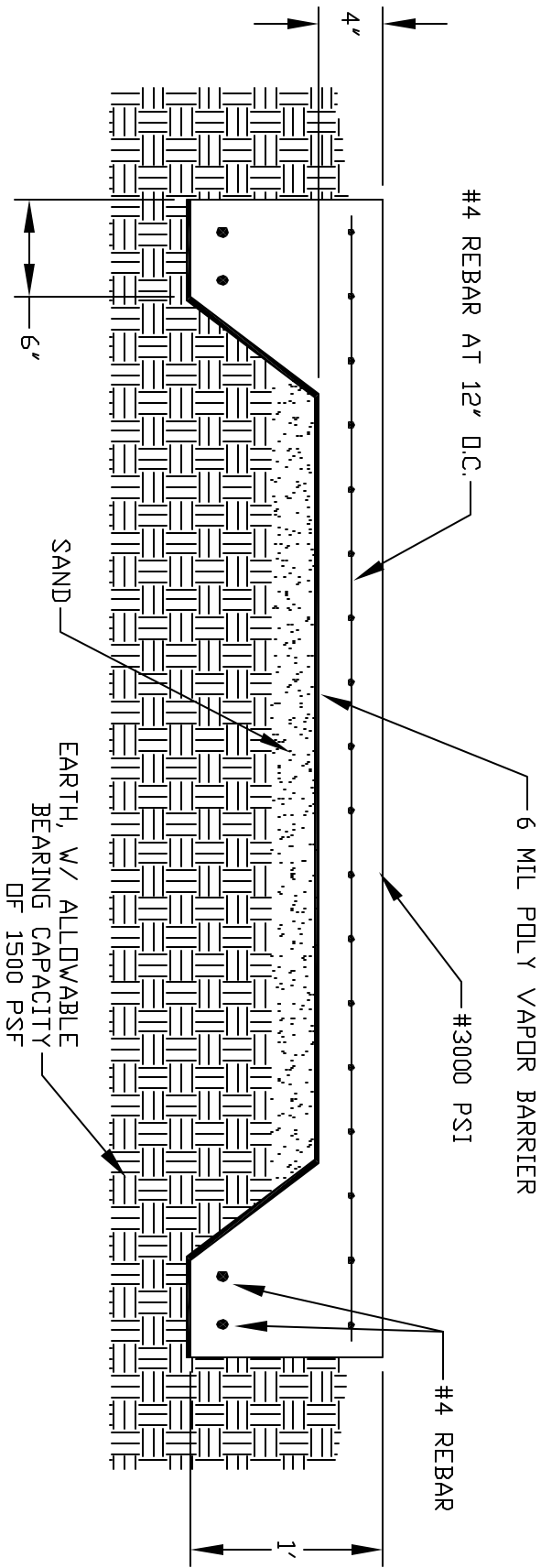
SLAB LAYOUT

AES PRECAST CO., INC.			
3801 17TH STREET, NORTHPORT, AL 35476 1-800-942-9274			
JOB LOCATION:	AES-1222-RRMF		
DRAWN BY:	MBV	SCALE:	
DATE:	09-01-06	DWG NO.	3 of 3



RECOMMENDED SITE /  
FOUNDATION PREPARATION  
<CRUSHED STONE BASE>

AES PRECAST CO., INC.			
LOCATION:			
DRAWN BY:	MBW	SCALE:	
DATE:		DMG. NO.	



RECOMMENDED SITE /  
FOUNDATION PREPARATION  
(CONCRETE SLAB)

AES PRECAST CO., INC.			
LOCATION:			
DRAWN BY:	MBW	SCALE:	
DATE:		DWG. NO.:	

**File Attachments for Item:**

22. Discussion and Possible Action - SR47/I75 Groundbreaking Ceremony Scheduled for Wednesday, October 6, 2021 at 1:00 PM (Todd Sampson)



## Sikes, Audrey

---

**From:** Jamie Sortevik Bell, PE, CFM <JSBell@jonesedmunds.com>  
**Sent:** Thursday, September 9, 2021 11:09 AM  
**To:** Dyal, Paul; Ami Mitchell Fields; Sikes, Audrey  
**Cc:** Terri Phillips; Kelly Flowers; Terri R. Lowery; Patrice Fletcher; Troy D. Hays, PG  
**Subject:** RE: SR47/I75 Groundbreaking Ceremony  
**Attachments:** SR47 Groundbreaking.xlsx

**Importance:** High

Good morning Paul, Ms. Fields,

With everything going on at the Council meeting on Tuesday, it appears we skipped talking about the date for the groundbreaking ceremony. The preconstruction meeting for this project is currently scheduled for the 14<sup>th</sup>. Legacy can begin some of their work, but I think we need to have the groundbreaking ceremony before they get too far in; we also need to get the groundbreaking advertised with enough notice to keep the Council and the Commission in the sunshine. I would like to propose **Wednesday, September 29<sup>th</sup>, at 10AM** at the lift station easement site on Ring Court. If that is amenable to City Staff and the City Council we can go ahead and send out virtual invites to the tentative list of attendees we developed a few months ago, which is also attached for your review (I already see a few names that need to be updated since we last met in March, but we can take care of that relatively quickly).

Please let me know if that date/time works for you and if you'd like to meet one more time to coordinate before we send out invites.

I look forward to getting this set up. Thank you all!

**Jamie Sortevik Bell, PE, CFM**

Engineer

p. 352.377.5821 | x. 1465 | c. 352.213.5921

[JONESEDMUNDS.COM](http://JONESEDMUNDS.COM)

730 NE Waldo Road, Gainesville, FL 32641

The information contained in this message including any attachment is confidential. It is intended for the private use of the intended addressee only. If you are not the intended addressee, please immediately notify the sender by reply email and destroy the original transmission and any attachment. Email transmission of information cannot be guaranteed to be free of error or other defect. If verification is required, request a hard-copy version. The sender disclaims liability for any defects in this message caused by email transmission including a virus. It is the responsibility of the recipient to ensure that this message is virus free.

**From:** Jamie Sortevik Bell, PE, CFM  
**Sent:** Tuesday, August 31, 2021 10:29 AM  
**To:** Dyal, Paul <DyalP@lcfla.com>; Terri Phillips <PhillipsT@lcfla.com>; Sikes, Audrey <SikesA@lcfla.com>  
**Cc:** Ami Mitchell Fields <FieldsA@lcfla.com>; Kelly Flowers <KFlowers@jonesedmunds.com>; Terri R. Lowery <TLOWERY@jonesedmunds.com>; Patrice Fletcher <PFletcher@jonesedmunds.com>; Troy D. Hays, PG <thayes@jonesedmunds.com>  
**Subject:** SR47/I75 Groundbreaking Ceremony

Good morning!

At the last Council meeting I attended, we discussed the status of the I-75/SR47 Project and I told the Council we wanted to plan a groundbreaking ceremony for sometime in September. With the Labor Day Holiday fast approaching and wanting to get invites out to our proposed attendee list with enough notice...I was thinking the last week of September? Maybe the 28<sup>th</sup> or 29<sup>th</sup>? That'll give us a week to get the invites and lists together and out the door, then 4 weeks' notice for attendees while we prepare the rest of the logistics.

Please run those dates by Council and see if either of those work for them. If not, I'm open to other suggestions.

Thanks! Have a great day!

**Jamie Sortevik Bell, PE, CFM**  
Engineer



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## LC SR 47 Groundbreaking

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Congressman Al Lawson		
Christian Pierre-Canal (legislative Assistant to Congressman Lawson)		christian.pierre-canel@mail.house.gov
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Staz Guntek II (Legislative Assistance to Representative Brannan)		staz.guntek@myfloridahouse.gov
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<u>Lake City Council Members</u>		
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Lex Carswell - Columbia County School District Superintendent	carswella@columbiak12.com
Scott Stewart (local developer)	Scott@SDStewart.com
Daniel Crapps (local property owner, developer)	dcrapps@danielcrapps.com
Nextran owner – ask Paul Dyal	
Don Cox, Nextran Vice President & General Manager	dcox@nextranusa.com
John Pritchett, President & Chief Executive Officer Nextran	jpritchett@nextranusa.com
Director	theresa@lakecitychamber.com

**File Attachments for Item:**

23. Emergency Item - Discussion and Possible Action: Fire Department Staffing (Josh Wehinger)

<b>MEETING DATE</b>
09/20/2021

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Re-classify Reservist-Unpaid to Part time Paid.

**DEPT / OFFICE:** Fire Department

**Originator:** Joshua Wehinger, Assistant Fire Chief

<b>City Manager</b>	<b>Department Director</b>	<b>Date</b> 9/15/2021
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**Recommended Action:**

Request a motion to authorize the re-classification of the four reservist (un-paid) positions to four Part time (Paid) positions.

**Summary Explanation & Background:**

Due to the recent COVID outbreak within the fire department, we have seen an increase in overtime. We currently have four positions that are deemed reservists. These positions are usually held by persons who want to maintain their fire certification or would like to eventually be hired by our department. We currently do not have any active reservists. I would like to re-classify these four positions so we can limit the use of voluntary and mandatory overtime. This will essentially save money in our budget as overtime is paid out in time and a half and the part time positions will be paid at a flat rate (\$15 per hour).

**Alternatives:** Continue to pay a higher rate of overtime

**Source of Funds:** Payroll

**Financial Impact:** Cost savings

**Exhibits Attached:**

FY 2021 and FY 2022 Budget Fire Department Position Schedules

**CITY OF LAKE CITY****FIRE DEPARTMENT****POSITION SCHEDULE**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>FY 2020 BUDGET</b>	<b>FY 2021 BUDGET</b>
110.50.522			
	ADMINISTRATIVE ASSISTANT	1	1
	ASSISTANT FIRE CHIEF	1	1
	FIRE CHIEF	1	1
	FIRE DRIVER/ENGINEERS	6	6
	FIRE LIEUTENANTS	3	3
	FIREFIGHTER/ EMT	12	12
	RESERVIST- UNPAID	4	4
*	COMMUNICATION OFFICER	2	2
	<b>TOTAL</b>	<b>30</b>	<b>30</b>

\* ASSIGNED TO POLICE DEPT.



**CITY OF LAKE CITY****FIRE DEPARTMENT****POSITION SCHEDULE**

<b>ACCOUNT</b>	<b>DESCRIPTION</b>	<b>FY 2022 BUDGET</b>	<b>FY 2021 BUDGET</b>
110.50.522			
	ADMINISTRATIVE ASSISTANT	1	1
	ASSISTANT FIRE CHIEF	1	1
	FIRE CHIEF	1	1
	FIRE DRIVER/ENGINEERS	6	6
	FIRE LIEUTENANTS	3	3
	FIREFIGHTER/ EMT	12	12
	RESERVIST- UNPAID	4	4
*	COMMUNICATION OFFICER	2	2
	<b>TOTAL</b>	<b>30</b>	<b>30</b>

\* ASSIGNED TO POLICE DEPT.