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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

September 07, 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.

### Events Prior to Meeting

5:00 PM Community Redevelopment Agency (CRA) Meeting

### Pledge of Allegiance

### Invocation - Mayor Stephen Witt

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

### Roll Call

### Proclamations - None

### Minutes - None

### Approval of Agenda

### Approval of Consent Agenda

- [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.

### **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

### **FIRE ASSESSMENT/BUDGET HEARINGS**

#### **Open Public Hearing on the Proposed Fire Protection Assessment Rates**

Public Comment on the Proposed Fire Protection Assessment Rates for Fiscal Year beginning October 1, 2021.

#### **Close 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.

#### **Open Tentative 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.

- [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.

### **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**

#### Other Items

8. Discussion and Possible Action - Fire Pension Board Appointee
- [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.

### **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.
- [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.

- [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.

### 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.
- [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.
- [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.

### **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.

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

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

### **Comments by Council Members**

Reminder: City Council Workshop on Monday, September 13, 2021 - 6:00 P.M.  
Topic - City Hall

### **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>

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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. 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.

Meeting Date
09/07/2021

# City of Lake City Report to Council

AGENDA	
Section	
Item No.	

**SUBJECT:** COLC Welcome to Lake City Sign at N Marion Ave and E Duval St

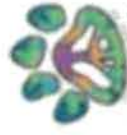
**DEPT. / OFFICE:** GROWTH MANAGEMENT/CRA

<b>Originator:</b> David C. Young		
<b>City Manager</b> Interim City Manager Ami Mitchell Fields	<b>Department Director</b> DAVID YOUNG	<b>Date</b> 8/19/21
<b>Recommended Action:</b> The city staff has no issues with this banner being placed on the City sign.		
<b>Summary Explanation &amp; Background:</b>  WOOFSTOCK FESTIVAL and Columbia County Doxie Derby would like to place a 4' X 8' banner on the City of Lake City Sign starting November 5, 2021 through November 13, 2021 to advertise this event that will take place at Lake Desoto in downtown Lake City. The event will be held on November 13, 2021.		
<b>Alternatives:</b> Not allowed to place banner on sign		
<b>Source of Funds:</b>  WOOFSTOCK FESTIVAL organizers to pay all costs associated with the banner.		
<b>Financial Impact:</b> City will have no financial impact other than crowds drawn to the festival.		
<b>Exhibits Attached:</b> Picture of banner		

# WUFFSTOCK FESTIVAL

And

COLUMBIA COUNTY DOXIEDERBY



Wuff  
STOCK

**CPT** Lake Desoto, Downtown Lake City

**COVENANT**  
PET TRUST, INC.

## 2nd SATURDAY IN NOVEMBER

FREE ADMISSION ~ PET RACES & CONTESTS ~ 5K & KIDS FUN RUN

**386.288.1339**

**File Attachments for Item:**

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.

Meeting Date

## *City of Lake City Report to City Council*

AGENDA	
Section	
Item No.	

**SUBJECT:** ITB No. ITB-026-2021 Purchase of Pipe and Fittings for Westside Fire Station

**DEPT. / OFFICE:** Fire

<b>Originator:</b> Karen Nelmes and Brian Scott		
<b>City Manager</b> Ami Mitchell Fields	<b>Department Director</b> Randy Burnham & Josh Wehinger	<b>Date</b> 08/23/2021
<b>Recommended Action:</b> Consent to purchase pipe and fittings for Westside Fire Station		
<b>Summary Explanation &amp; Background:</b> Because the market is so volatile right now prices keep surging every 5 days. Purchase items for West side Fire Station project. We only had one bidder for this project.		
<b>Alternatives:</b> <b>None</b>		
<b>Source of Funds:</b> West Side Fire Station Project G/L 304.30.517-060.62		
<b>Financial Impact:</b> \$32289.12		
<b>Exhibits Attached:</b> Bid Tab		



City of Lake City  
**Procurement**

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director  
 205 N. Marion Ave., Lake City, FL 32055

**EVALUATION TABULATION**

ITB No. ITB-026-2021

Purchase of Pipe and Fittings for Westside Fire Station

RESPONSE DEADLINE: August 11, 2021 at 2:00 pm

Report Generated: Thursday, September 2, 2021

**SELECTED VENDOR TOTALS**

Vendor	Total
Lanier Municipal Supply Co. Inc.	\$32,289.12

**ITEM I - PIPE**

Lanier Municipal Supply Co. Inc.						
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Gasket 10" PVC pipe C900 DR18 Water Blue 20' Length	460	Feet	\$24.52	\$11,279.20
X	2	Gasket 6" PVC pipe C900 DR18 Water Blue 20' Length	250	Feet	\$9.51	\$2,377.50
Total						\$13,656.70

**ITEM II - FIRE HYDRANT**

Lanier Municipal Supply Co. Inc.						
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total



EVALUATION TABULATION

ITB No. ITB-026-2021

Purchase of Pipe and Fittings for Westside Fire Station

X	1	Fire hydrants must be 4' bury, 5 ¼" valve opening, traffic model, left hand open. C502 equipped with two (2) 2 ½" outlets; one (1) 4 ½" pumper outlet.	3	EACH	\$1,895.00	\$5,685.00
Total						\$5,685.00

ITEM III- FITTINGS AND ACCESSORIES

Lanier Municipal Supply Co. Inc.						
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	10" Ductile Iron 45° (Degree) Bend MJ x MJ	6	EACH	\$103.80	\$622.80
X	2	10" Gate Valve with Square Head MJ x MJ	2	EACH	\$1,370.00	\$2,740.00
X	3	10" PVP Bell Restrainer - R.P.	14	EACH	\$171.80	\$2,405.20
X	4	10" X 6" MJ Hydrant Tee	2	EACH	\$226.70	\$453.40
X	5	202S - 11.10 X 2" IP Saddle	2	EACH	\$85.00	\$170.00
X	6	6" Gate Valve with Square Head MJ x MJ	6	EACH	\$506.00	\$3,036.00
X	7	10" PVC One-Lok Lug Only	14	EACH	\$101.00	\$1,414.00
X	8	10" STD MJ Accessory Set L/Gland	14	EACH	\$21.30	\$298.20
X	9	6" PVC One- Lok Lug Only	16	EACH	\$33.00	\$528.00
X	10	6" STD MJ Accessory Set L/Gland	16	EACH	\$12.00	\$192.00
X	11	6" PVP Bell Restrainer - R.P.	6	EACH	\$47.00	\$282.00
X	12	2" Square Head Valve Thread X Thread	2	EACH	\$222.00	\$444.00
X	13	200 feet of 2" Water Tubing	1	ROLL	\$1.82	\$1.82
X	14	24"- 36" Screw Top Valve Box with Water Lids	4	EACH	\$40.00	\$160.00

EVALUATION TABULATION

Invitation to Bid - Purchase of Pipe and Fittings for Westside Fire Station

EVALUATION TABULATION

ITB No. ITB-026-2021

Purchase of Pipe and Fittings for Westside Fire Station

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X	15	14 AWG Tracer Wire 1000 Foot Roll	2	EACH	\$100.00	\$200.00
Total						\$12,947.42

**File Attachments for Item:**

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.

City of Lake City  
Special Event Checklist

Event: Columbia High School Homecoming Parade Event Date: 10-1-21

Contact Name: Jill Hunter Phone #: 386-365-1724

*On behalf of the City of Lake City, we thank you for contributing to the spirit and vitality of our City through the staging of your event. If you have any questions, please feel free to contact the Lake City Recreation Department at (386) 758-5427.*

Supporting Documentation Checklist

- Letter On Letterhead Requesting Use Of Park Or Facility
- Special Event Application
- Hold Harmless Agreement Signed And Notarized
- Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion
- Insurance Documentation
- Temporary Closing and Special Use of State Roads
- Map Indicating Electrical Use At Parks
- Map Indicating Road Closures

***Please mail or drop off the completed application along with the supporting documentation to:***

City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

**City of Lake City**

**Darby Pavillion**

**Special Events**

**Application**

**Applicant Information**

Organization/Applicant Name: Columbia High School

What is Event For?: Homecoming Parade

Contact Name: Jill Hunter Phone: 386-365-1724

Address: 4609 SE Fighting Tiger Dr 386-755-8114

City: Lake City State: FL ZIP Code: 32024

Email: hunterj@columbia.k12.com

Facility/Park Requested: N/A Date Of The Event: 10-1-21 Time Requested: Start time 3:00pm

Estimated Attendance: 5,000 1:00-5:00pm

**Darby Pavillion Only**

Alcohol:  YES  NO Set Up Time: \_\_\_\_\_ Event Time: \_\_\_\_\_ Clean Up Time: \_\_\_\_\_

**Parade Information**

Line Up Place and Time: DOT on Marion St. 1pm Inclement Weather Date: None

Anticipated number of vehicles to be used in the parade: 100 Parade Start Time: 3:00pm

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.

DOT on Marion to Washington (heading North). Left on Washington to Memorial Stadium

**Event Information**

Will you be collecting admissions/donations of any type at this event?: NO

Will any items be sold at this event (including food)?: NO What kind?: \_\_\_\_\_

Are you having other vendors participate in this event?: yes Please list: Parade Participants

Is this event open to the public?: yes What activities are planned?: Parade Will tents be used?: NO

Will bounce houses be used?: NO Will you be serving food?: NO

**RECEIVED**

**AUG 25 2021**

**OFFICE OF THE CHIEF**

**Services Requested (Fees Apply)**

Security/Crowd Control Requested?: Yes, direct parade traffic

Clean Up Requested?: No

Will you need access to electricity?: NO 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:

Yes - side streets during parade Marion St. to Washington

**\*\*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#: Tax Exempt #: 85-8013921277C-5

**Fee Schedule**

**Young's Park:** \$50.00 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 Pavilion 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><b>Approved</b> (All signatures required for approval)</p>	<p>Deposit Amount:  Date Due: <math>\emptyset</math></p>	<p>Map Attached: <b>D.O.T.</b> Approval:  Proof of Insurance:</p>
<p><b>Denied</b></p>	<p>Electricity Needed:  Electricity Charge:</p>	<p>Road Closures:  Parking Lot Closures:</p>
<p>Rental Fee: <math>\emptyset</math></p>	<p>Total Received: <math>\emptyset</math></p>	<p>Deposit Returned:  Date: Amount:</p>

Applicant Signature: *[Signature]* Date: 8-18-21

**Department Approval**

<p>Public Works Official: <i>[Signature]</i></p>	<p>Date: 8/24/21</p>
<p>Police Department Official: <i>[Signature]</i></p>	<p>Date: 8/25/21</p>
<p>DOT Release (if applicable)</p>	<p>Date:</p>
<p>City Manager: <i>[Signature]</i></p>	<p>Date: 8/30/21</p>
<p>City Council</p>	<p>Date:</p>
<p>CRA Official: <i>[Signature]</i></p>	<p>Date: 08/26/21</p>
<p>Recreation Department Official: <i>[Signature]</i></p>	<p>Date: 8/23/21</p>



**Hold Harmless Agreement:** The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the more existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City, 205 North Marion Avenue, Lake City, FL 32055, must be shown as "Additional Insured" which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

**Copyright Law:** Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

**Certification by Applicant:** I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the application or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filing this application, I and the organization on whose behalf this application is made, contract and agree that we will jointly and severally indemnify and hold the City of Lake City harmless against liability, including court costs and attorney's fees, for trial and on appeal, for any and all claims for damage to property or injury to, or death of, persons arising out of or resulting from the approval of the Special Events application or the conduct of the activity or its participants.

*Jill Hunter*

Licensee Signature

8-18-21

Date

**LICENSEE CERTIFICATION**

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant: *Jill Hunter*

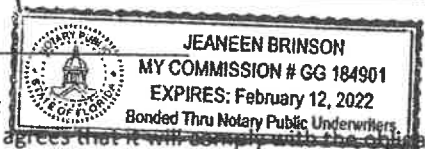
Date: 8-18-21

Subscribed and affirmed 8/18/21 By (Print Applicant Name) Jill Hunter

He/she is personally known to me OR has presented \_\_\_\_\_ as identification and who did take an oath.

Notary Signature and Seal: *Jeanne Brinson*

My commission Expires:



Americans with Disabilities Act: The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

**The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TEMPORARY CLOSING OF STATE ROAD PERMIT

Date: 8/18/21

Permit No. \_\_\_\_\_

Governmental Entity

Approving Local Government	<u>City of Lake City</u>	Contact Person	<u>Terrill Phillips</u>
Address	<u>205 N Marion Ave, Lake City, FL 32055</u>		
Telephone	<u>386-752-2031</u>	Email	<u>phillips+@lefla.com</u>

Organization Requesting Special Event

Name of Organization	<u>Columbia High School</u>	Contact Person	<u>Jill Hunter</u>
Address	<u>469 SE Fighting Tiger Dr. Lake City FL 32025</u>		
Telephone	<u>386-755-8114</u>	Email	<u>hunterj@columbia.k12.com</u>

Description of Special Event

Event Title	<u>CHS 2021 Homecoming Parade</u>	Date of Event	<u>10-1-21</u>
Start Time	<u>3:00</u>	End Time	<u>5:00</u>
Event Route (attach map)	<u>FDOT on Marion, North to Washington St, Left on Washington to Memorial Stadium</u>		
Detour Route (attach map)	_____		

Law Enforcement Agency Responsible for Traffic Control

Name of Agency	<u>Lake City Police Department</u>
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US Coast Guard Approval for Controlling Movable Bridge

Not Applicable	<input type="checkbox"/>
Copy of USCG Approval Letter Attached	<input type="checkbox"/>
Bridge Location	_____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	<u>Jill Hunter</u>	Signature	<u>[Signature]</u>	Date	<u>8-18-21</u>
Law Enforcement Name/Title	<u>Sgt. Phillip</u>	Signature	<u>[Signature]</u>	Date	<u>8/26/21</u>
Government Official Name/Title	<u>Interim City Manager</u>	Signature	<u>[Signature]</u>	Date	<u>8/30/21</u>

Mayor

FDOT Special Conditions


FDOT Authorization

Name/Title	_____	Signature	_____	Date	_____
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/2/2021

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> Arthur J. Gallagher Risk Management Services, Inc. 200 S. Orange Ave Suite 1350 Orlando FL 32801	<b>CONTACT NAME:</b> Jessica Montgomery	
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> Jessica_Montgomery@ajg.com	
<b>INSURED</b> Columbia County School District c/o NEFEC 3841 Reid Street Palatka FL 32177	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Safety National Casualty Corporation	15105
	<b>INSURER B:</b> Lloyd's Synd 2987	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

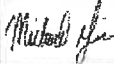
**COVERAGES** **CERTIFICATE NUMBER:** 1082166797 **REVISION NUMBER:**

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: School Board		PK1000521	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Inclusive of SIR \$ 300,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		PK1000521	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Inclusive of SIR \$ 300,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	SP4084903	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
NEFEC's decision to purchase commercial insurance or self-insure above the sovereign immunity limits provided by Section 768.28, Florida Statutes, does not constitute a waiver of the provisions of Section 768.28, Florida Statutes. WC is exclusive of SIR of \$750,000.

REF: COLUMBIA COUNTY SCHOOL BOARD - Use of City's facilities/premises for club activities and Homecoming Parade. The referenced School District is a public entity subject to FL Statute 768.28 and accordingly does not name third parties as "Additional Insured". You may wish to consult your local legal resources with regard to the statute provision referenced and related application as regards a Florida public entity.

<b>CERTIFICATE HOLDER</b>  City of Lake City 205 N. Marion Avenue Lake City FL 32055 USA	<b>CANCELLATION</b>  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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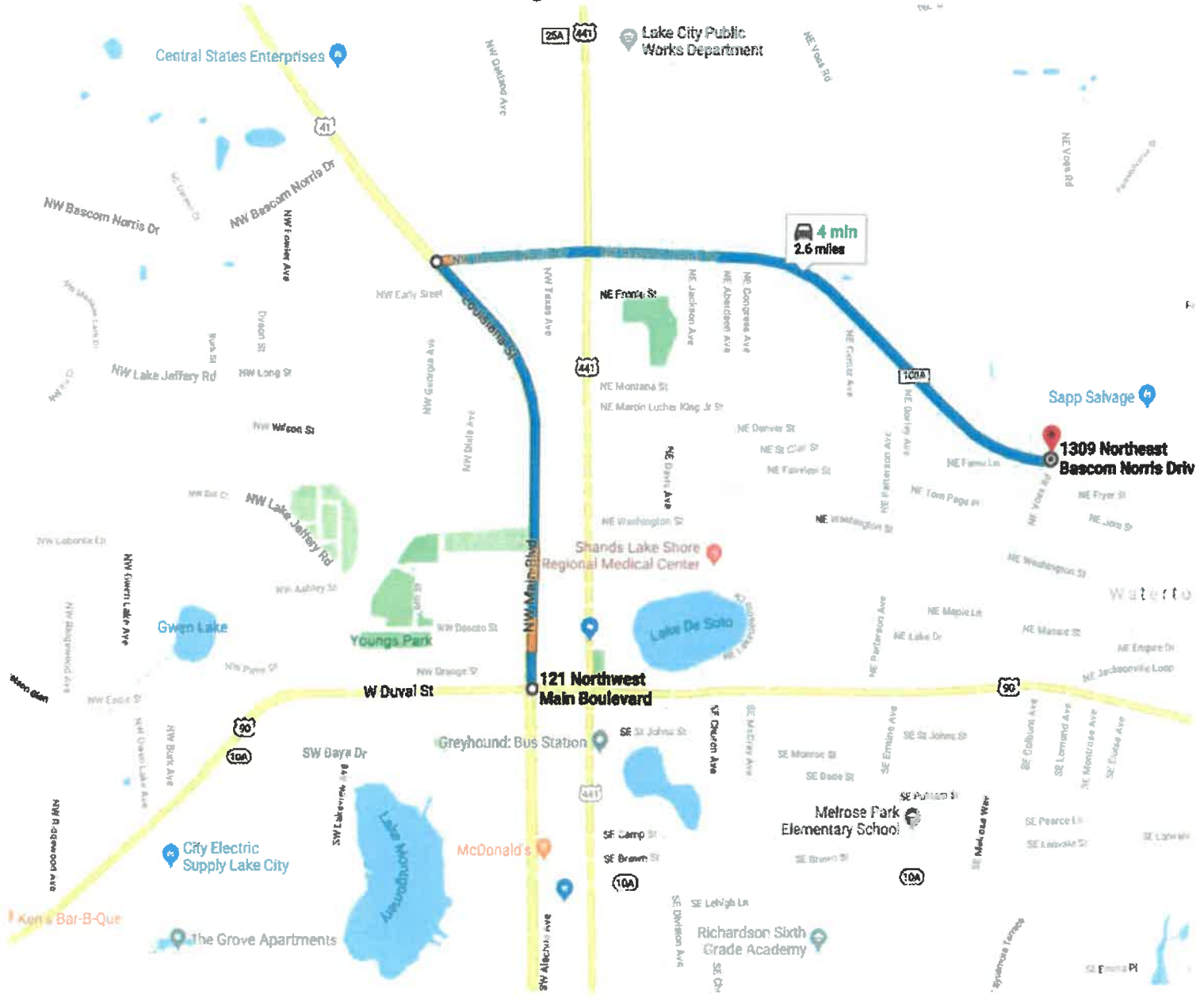
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# 1068 S Marion Ave, Lake City, FL 32025 to Memorial , Lake City, FL 32055 Homecoming Parade



# NW Main Blvd, Lake City, FL 32055 to NE Bascom Norris Dr, Lake City, FL 32055

## Homecoming Parade Detour Route





## Homecoming Parade Detour Route

**\*\*From North Marion/East or west on 100 (If west on 100 go to 41 South to County Road 252, go east on 252 to Old Country Club, go North on Old Country Club to US 90. If East on 100A go to US 90, take US 90 West to Old Country Club, go south on Country Club to CR 252, go east on 252 back to 41, go North on 41 back to US 90**

**File Attachments for Item:**

4. Jamie Bell, Jones Edmunds

\* Bell Road Wastewater Capacity Analysis

\* Water Main Routing Study

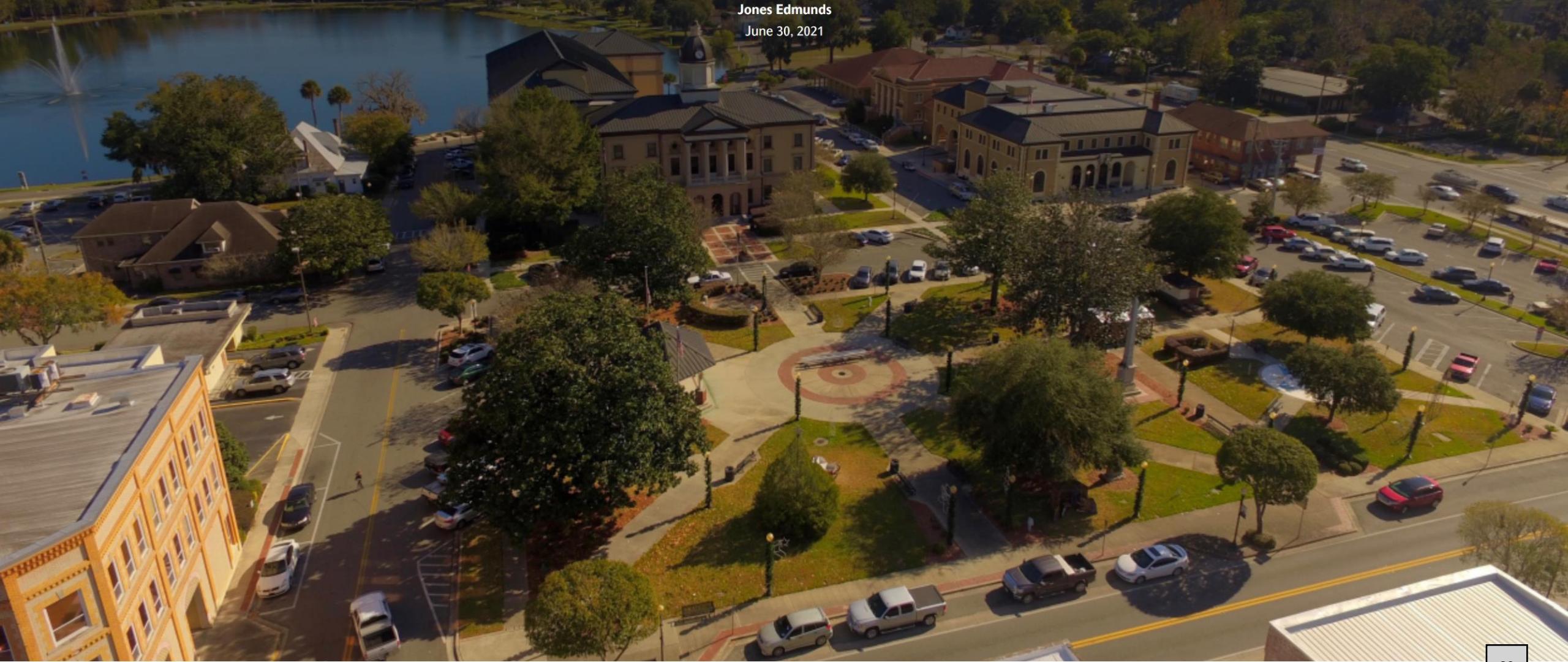
\* 5A Water Main and Bell Road Wastewater Improvement Project Scope/Fees

\* SR47/175 Groundbreaking Ceremony



# Bell Road Wastewater Capacity Analysis

Jones Edmunds  
June 30, 2021





# Project Goals

-Review existing collection system capacity; collect field data.

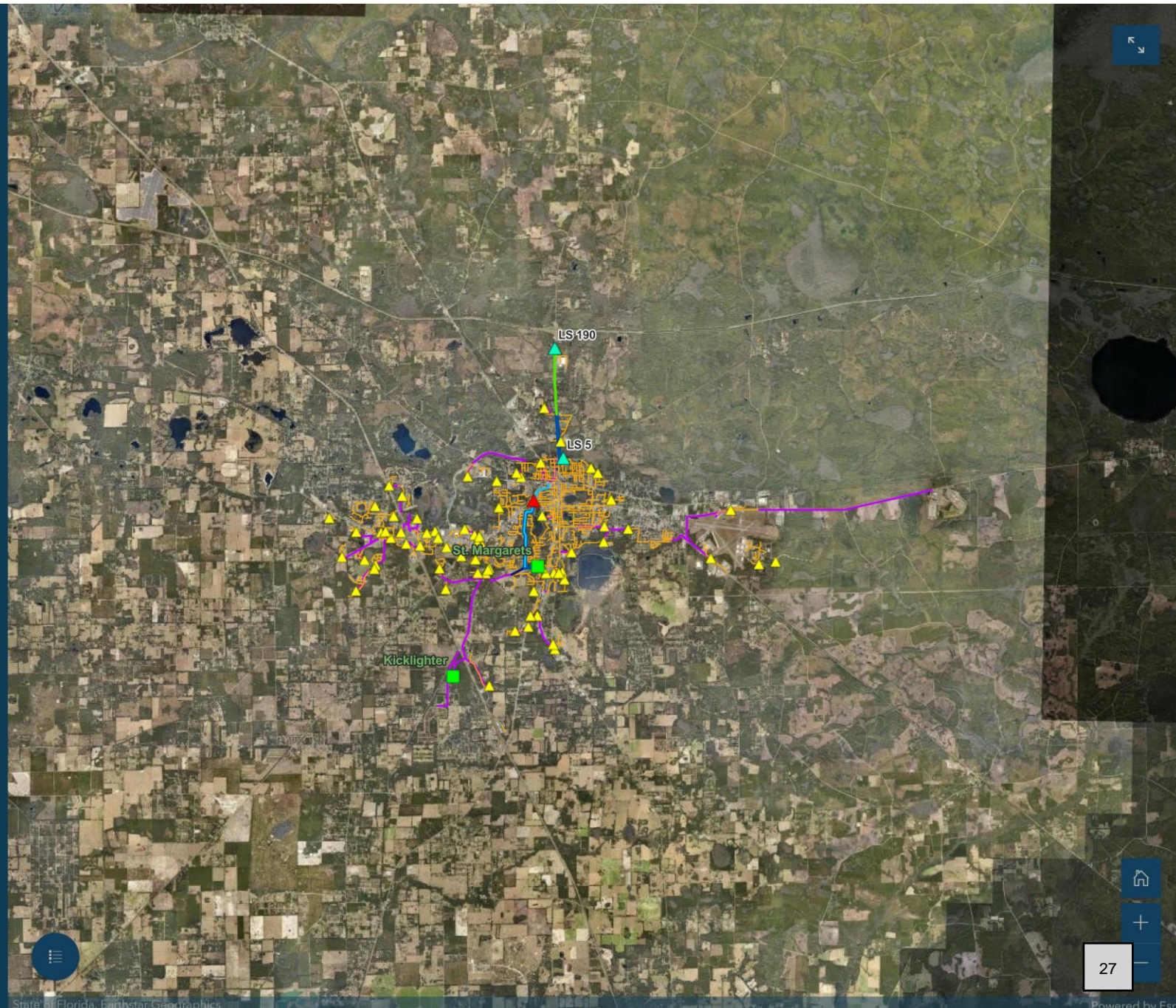
-Develop hydraulic model; calibrate model.

-Develop flow projections over 20-year planning horizon.

-Run model scenarios for Bell Road Development:

1. 130,000 GDP (near-term)
2. 260,000 GDP (near-term)
3. 570,000 GDP (plus future growth)

-Develop recommended improvement projects and cost estimates.









# LS 190 to LS 5 Force Main

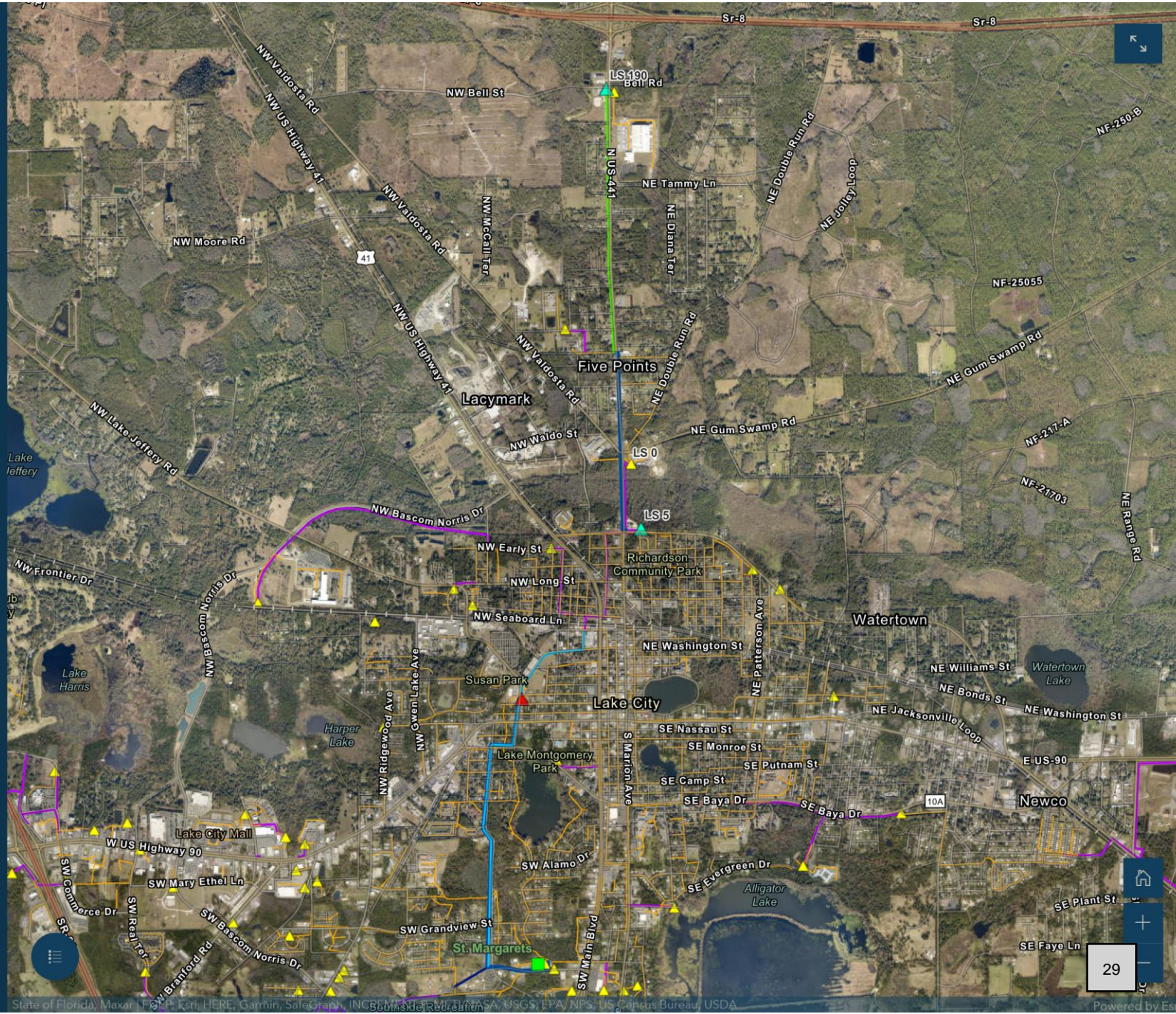
## Install 12,200 LF of 8" FM along US 441

Replace 7,200 LF of existing 6-inch FM with new 8-inch FM.

Bypass current gravity discharge at Johnson Street.

Force main will not connect to LS 0; will parallel existing 6-inch FM from LS 0 to LS 5.

No.	Project Description	EOPCC	Construction Contingency (20%)	Professional Services (15%)	Total
2	Install 12,200 LF of 8-inch FM from LS 190 to LS 5 along US 441	1,570,900	314,180	235,635	2,120,715













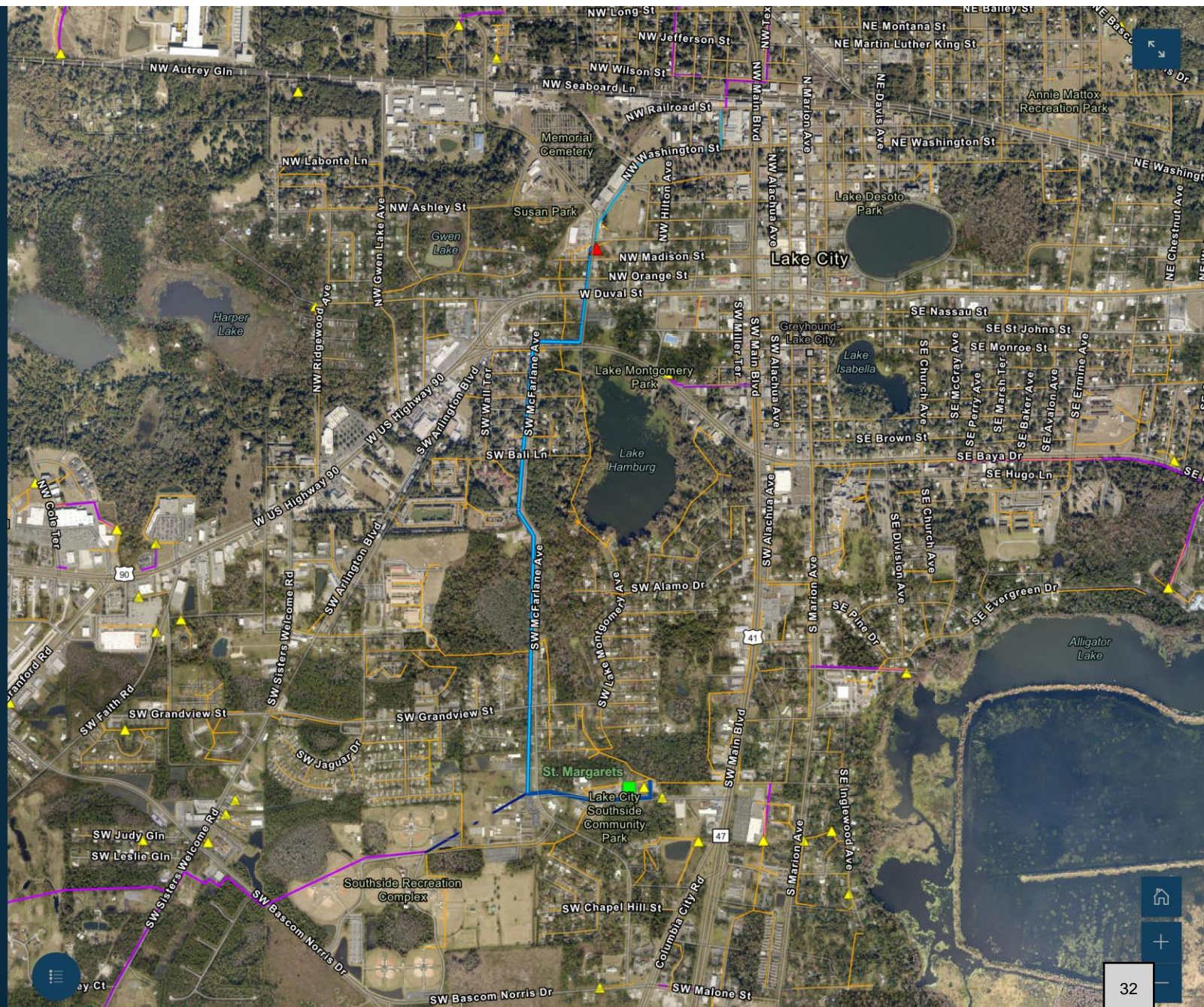
# Youngs Park LS Force Main

## Install 9,900 LF of 12" FM from YP to St Margarets

Install 9,900 LF of 12-inch FM from the new Youngs Park LS to the St Margarets WWTF.

Includes a valve that allows for flow to be diverted to Kicklighter.

No.	Project Description	EOPCC	Construction Contingency (20%)	Professional Services (15%)	Total
5	Install 9,900 LF of 12-inch FM from the Youngs Park LS to St. Margarets WWTF	1,694,000	338,800	254,100	2,286,900





# Kicklighter / St Margarets Flow Optimization

## Install 1,600 LF of 12" FM

Install 1,600 LF of 12-inch FM to divert flow from the St Margarets WWTF to the Kicklighter WRF.

Working toward flow optimization throughout the City system.

Kicklighter WRF

No.	Project Description	EOPCC	Construction Contingency (20%)	Professional Services (15%)	Total
6	Install 1,600 FL of 12-inch FM to the Kicklighter WRF	439,400	87,880	65,910	593,190

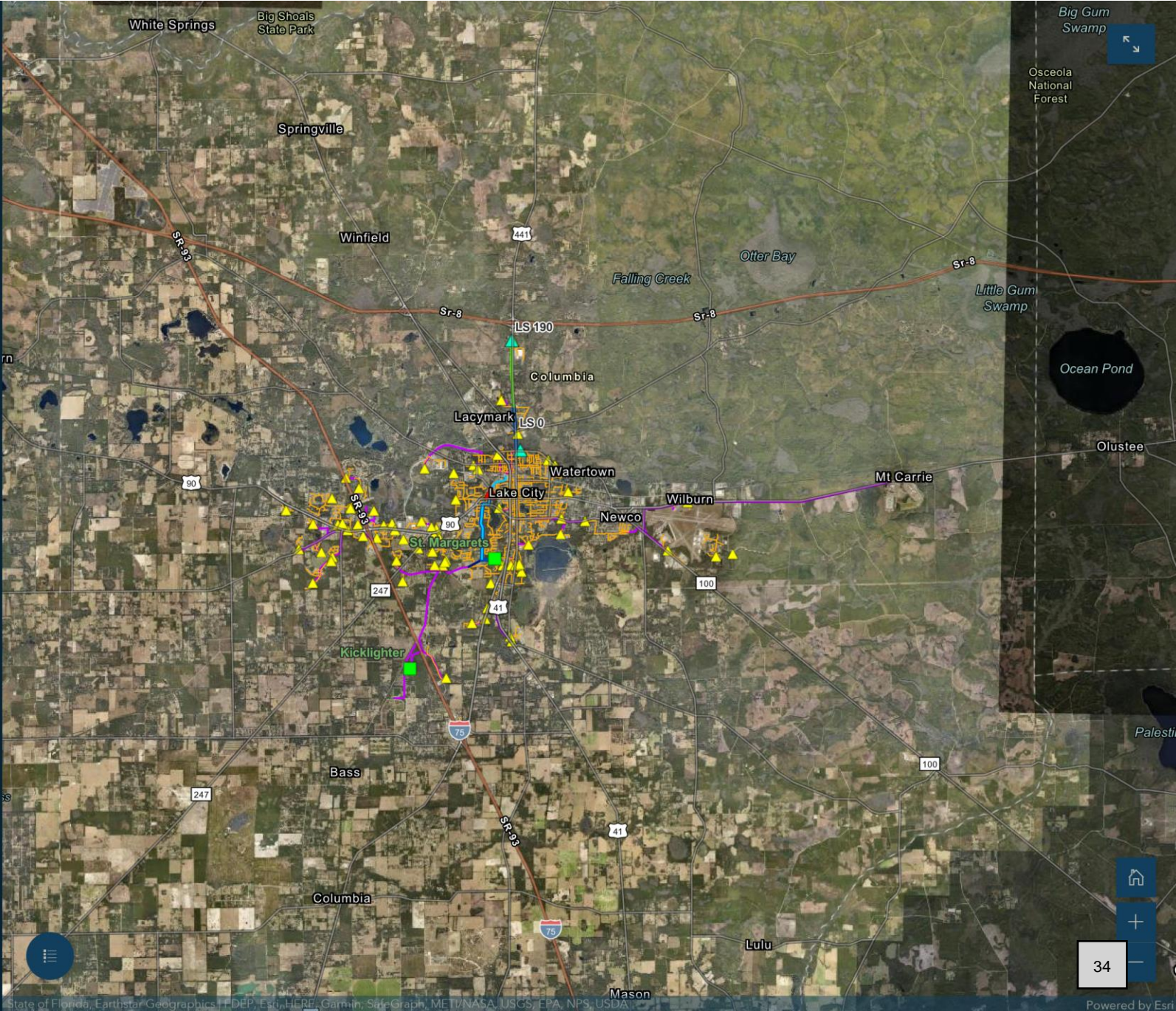




# Summary of Projects

No.	Project Description	EOPCC	Construction Contingency (20%)	Professional Services (15%)	Total
1	Upsize pumps at LS 5	75,000	15,000	11,250	101,250
2	Install 12,200 LF of 8-inch FM from LS 190 to LS 5 along Us 441	1,570,900	314,180	235,635	2,120,715
3	Install 2,900 LF of 10-inch FM along NW Washington Street.	547,500	109,500	82,125	739,125
4	Install new Youngs Park LS	360,000	72,000	54,000	486,000
5	Install 9,900 LF of 12-inch FM from the Youngs Park LS to St. Margarets WWTF	1,694,000	338,800	254,100	2,286,900
6	Install 1,600 FL of 12-inch FM to the Kicklighter WRF	439,400	87,880	65,910	593,190
<b>Grand Total</b>					<b>6,327,180</b>

- Project 1
- Project 2
- Project 3
- Project 4
- Project 5
- Project 6







# City of Lake City Water Main Route Study

July 21, 2021

**Utility Advisory Committee Meeting**

**JonesEdmunds** 

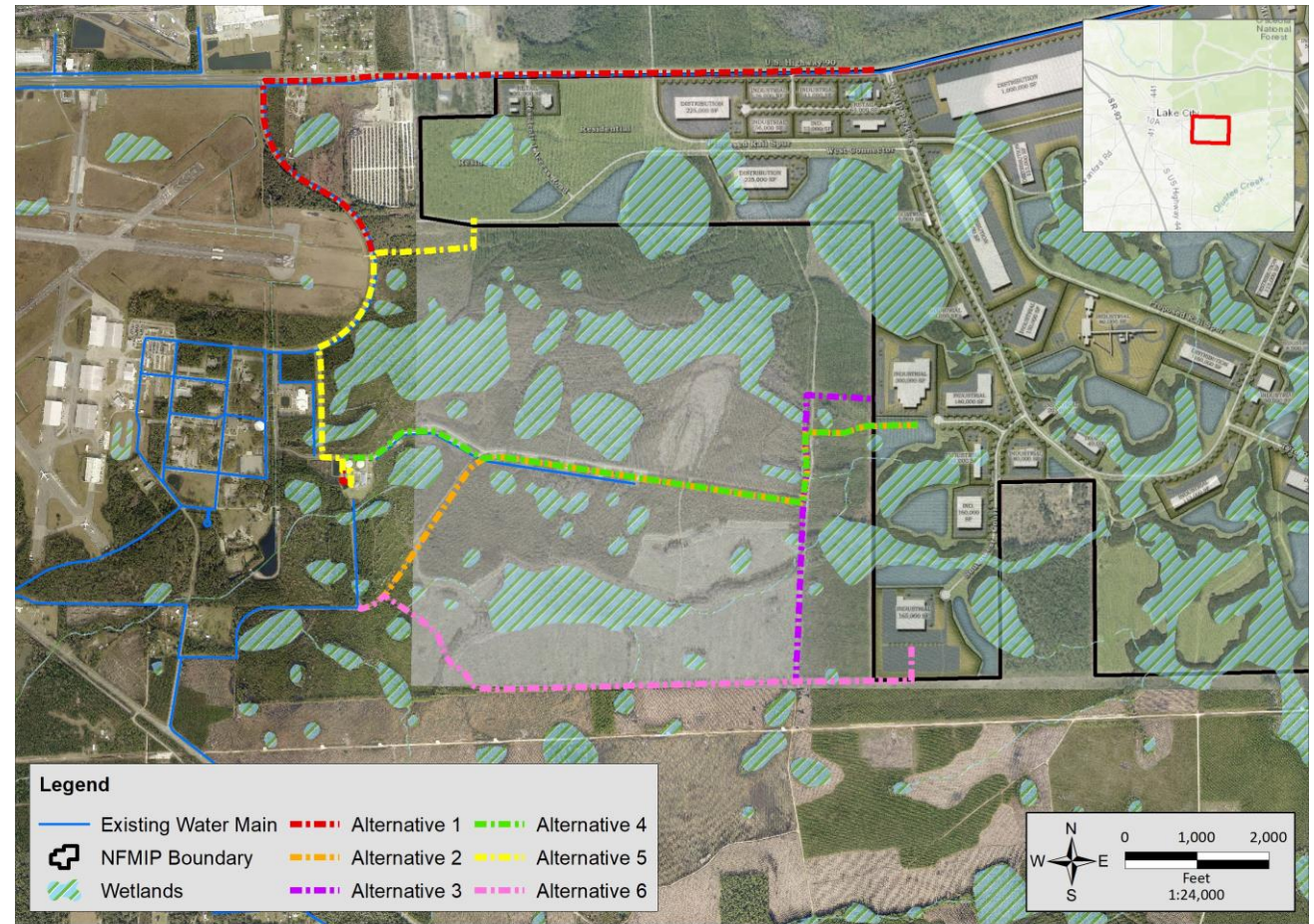


- Provide water (4 MGD average) to North Florida Mega Industrial Park (NFMIP) from Lake City's Price Creek Water Treatment Plant (PCWTP).
- Evaluate route alternatives for water piping (approximately 24-inch diameter).
- Prepare a hydraulic model to analyze two selected alternatives.
- Develop cost estimate(s) for recommended route(s).





- Land Boundaries (based on Columbia County Property Appraiser) and Easement Requirements
- Wetland Locations (per US Fish and Wildlife Services – National Wetlands Inventory)
- Existing Infrastructure
- Current Access
- Proposed NFMIP Site Layout
- Topography
- Soil Type
- Construction Constraints
- Pipe Length
- Proximity to the North side of NFMIP

















## Highlights:

- Represents challenges at the PCWTP's site due to narrow spaces between structures.
- Runs through dirt roads and parallel to the well battery.
- Connects to NFMIP through proposed parking lot.
- Typical Soil: Fine Sand.
- Option for open-cut (since wetlands are being avoided).
- Piping Length: 9,800 feet approx.



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## Highlights:

- Connects directly to HSPS.
- Challenges at the PCWTP site due to narrow spaces between structures.
- Busy infrastructure along SE Timberwolf Ave. – possible conflicts.
- Connects with NFMIP through the proposed residential area.
  - 5A to NFMIP boundary.
  - 5B loops with water main at US90.
- Typical Soil: Fine Sand.
- Option for open-cut (since wetlands are mostly avoided); one possible HDD.
- Piping Length:
  - 5A: 5,800 feet approx. (it is the shortest of the alternatives).
  - 5B: 13,300 LF (includes 5A).



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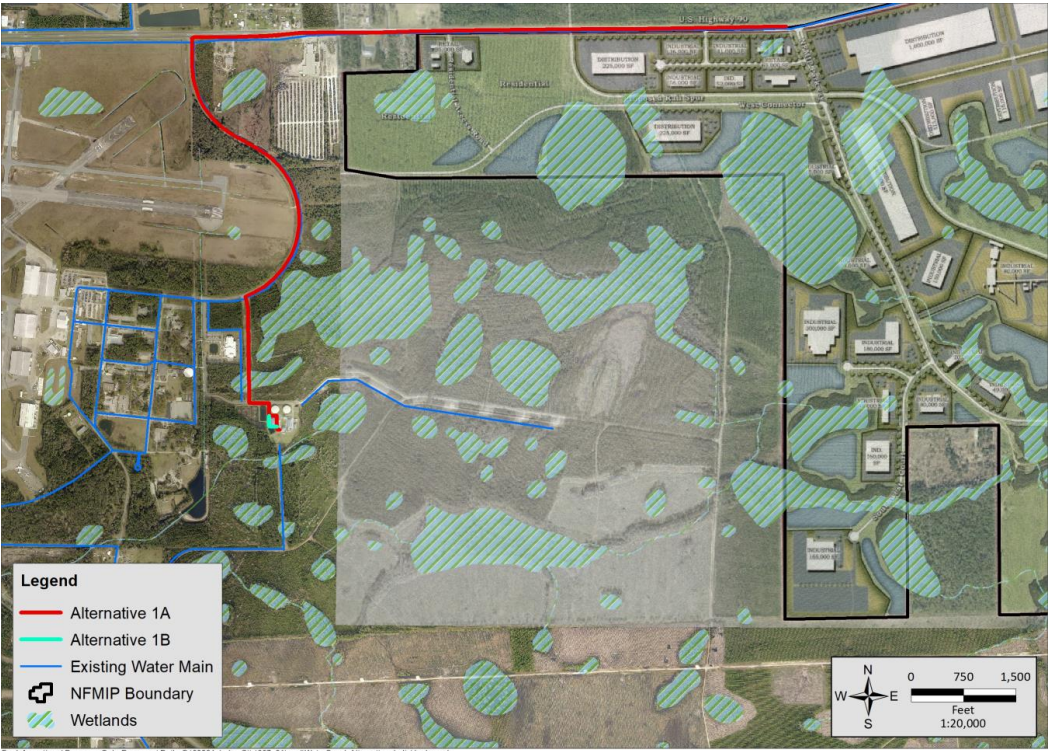
## Highlights:

- Connects to existing 30-inch pipe south of PCWTP.
- Runs through dirt roads south of Suwannee River WMD property and goes north through proposed parking lot.
- May require HDD due to potential wetland crossing(s).
- Has second most varied topography (up to 6 feet).
- Typical Soil: Fine Sand
- Option for open-cut (except for minor ditch crossings).
- Piping Length: 8,800 feet approx. (second shortest alternative)





## Alternative 1



## Alternative 5A/5B



Alternative	Cost	-30% Cost	+50% Cost
1	\$6,323,000	\$4,426,100	\$9,484,500
5A	\$2,495,000	\$1,746,500	\$3,742,500
5A + 5B	\$5,498,000	\$3,848,600	\$8,247,000



***JonesEdmunds*** 

## **City of Lake City NFMIP 5A Water Main Project**

**TO:** Paul Dyal  
Executive Director of Utilities  
692 SW Saint Margarets Street  
Lake City, Florida 32025

**DATE:** August 30, 2021

**SUBJECT:** City of Lake City NFMIP 5A Water Main Project  
Jones Edmunds Proposal/Opportunity No. 95110-205-21

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### **PROJECT BACKGROUND**

Columbia County is developing the North Florida Mega Industrial Park (NFMIP) in conjunction with the private landowner, Weyerhaeuser, on the lands east of the Lake City Gateway Airport along the south side of US 90. It is currently anticipated that new businesses will begin construction in late 2022 or early 2023. To support this development, the City contracted with Jones Edmunds to evaluate various alternative routes to supply the NFMIP with potable water for the near future demand (See Water Main Routing Study Technical Memorandum (TM), dated May 7, 2021). Based on the findings presented in the TM, the City has decided to proceed with Alternative 5A. Alternative 5A consists of roughly 5,800 linear feet of 24-inch water main to be constructed from the Price Creek Water Treatment Plant to the approximate property line of the proposed NFMIP (see attached Route Alternative 5 Map).

Jones Edmunds is pleased to provide the following scope for this project, which includes surveying, engineering, permitting, and limited construction phase services.

### **SCOPE OF SERVICES**

#### **TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING**

##### **PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City’s goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

## KICKOFF MEETING WITH CITY PERSONNEL

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

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

## TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed water main route based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LiDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe.
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed water main route, indicating the recommended side of the road for the pipeline and location of potential trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the proposed route before providing the surveyor and geotechnical subconsultants their Notice to Proceed (NTP). Items discussed and agreed to during the design review workshop will be incorporated into the Final Design.

**Deliverables:** One electronic PDF copy of the preliminary design figures, a GIS shapefile of any delineated wetland boundaries, and the design review meeting minutes will be provided to the City.



### TASK 3 – PUBLIC OUTREACH

Jones Edmunds will assist the City with conducting one public meeting focused on the proposed project route. The purpose of the meeting will be to inform and engage the public regarding the new water main and to discuss projects at the airport and the college that may impact the final design. Jones Edmunds will coordinate with City staff and assist with public presentations and discussions. This task will include the following:

- Prepare exhibits and drawings to show the general layout of the work proposed.
- Furnish additional information about the project design required for public education.

Jones Edmunds will also prepare one presentation to give before Council when the 90% design submittal is complete.

**Deliverables:** Exhibits and drawings of general layout (submitted in PDF format to City, poster-size printouts provided for meetings); informational handouts and attendance sheets for meetings; PowerPoint presentation for Council meeting.

### TASK 4 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed water main route in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Route Alternative 5A map. The PLS will survey a 50-foot-wide corridor along this route which will be developed into the base map for the construction plans/documents. This task will include:
  - Based on Task 2 Preliminary Design, provide design-level survey services for a 50-foot corridor along one side of the road and through a portion of Suwannee River Water Management District (SRWMD) property, from the Price Creek Water Treatment Plant to the approximate property boundary of the proposed NFMIP site.
  - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
  - Locate aboveground improvements and utilities.
  - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
  - Locate wetland delineation flags placed by Jones Edmunds staff.
  - Create a survey baseline for both primary roads.
  - Set control points with x, y, and z at 500-foot intervals.
  - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
  - Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines, gravity sewer lines, and irrigation along the selected project route.



- Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
- Expose the subject utilities by using non-destructive vacuum excavation methods at up to six (6) specific locations.
- Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives.
- Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

**Deliverables:** One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

## TASK 5 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Four, 10-foot-deep hand auger borings spaced at approximately 1,200-foot intervals along the proposed water main route.
- In addition, based upon the Preliminary Design route, one boring adjacent to wetlands may be performed utilizing Standard Penetration Test (SPT) methods to a depth of 25 feet to be used for horizontal directional drill layout and design.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless pipe installations.
- Recommended subgrade preparation for the proposed water main.

**Deliverables:** One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

## TASK 6 – CONSTRUCTION DOCUMENTS

Task 6 will consist of two submittals – 90% Design and Final Design. Each design submittal will include design Drawings, Technical Specifications, and an Engineer’s Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds’ presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate.

The Water Main Plan and Profile sheets will be prepared at the following scales:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 4 feet (full-size sheets, 22-x-34-inch);

Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-11	Water Main Plan and Profile
C-12 to C-15	Civil and Utility Details
C-16 to C-20	Erosion and Sedimentation Control Plan, Notes, and Details

The Specifications will be prepared using Jones Edmunds' standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

### 90% DESIGN SUBMITTAL

Jones Edmunds will prepare a 90% Design Submittal to the City for review and comment. The 90% Design Submittal will present the proposed complete design pending the City's comments and will include Drawings, Front-End Documents, Technical Specifications, an EOPCC, and permit application packages.

The EOPCC accuracy range will be Class 1 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting with the City to discuss and obtain the City's comments. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

**90% Deliverables:** Jones Edmunds will provide electronic PDF copies of the 90% Drawings, Technical Specifications, and EOPCC to the City. Jones Edmunds will also provide hardcopies of the permit application packages for signature by the City, after which Jones Edmunds will coordinate submittal to the appropriate permitting agency. Jones Edmunds will distribute electronic copies of the design review meeting minutes to meeting attendees by email. The meeting minutes will include key decisions made and action items discussed during the meeting.

### FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Submittal and issue the Final Design Submittal. The Final

Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final EOPCC, and approved permit application package(s).

**Final-Deliverables:** Jones Edmunds will provide two paper copies and one electronic copy (PDF and/or CAD format) of the Final Design Submittal to the City. Jones Edmunds will also provide final copies of raw ArcGIS and AutoCAD data collected and developed.

## **TASK 7 – PERMITTING ASSISTANCE**

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

### **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NOTICE OF INTENT TO USE THE GENERAL PERMIT FOR CONSTRUCTION OF WATER MAIN EXTENSIONS FOR PWSs**

Jones Edmunds will prepare and submit FDEP Form 62-555.900(7) Alternate, Notice of Intent to use the General Permit for Construction of Water Main Extension for PWSs and respond to up to one Request for Additional Information (RAI). We assume that the City will not have to pay the permit application fee of \$650.00 per City's Reduction or waiver of permit processing fee agreement with the State.

As part of this FDEP permit application, we assume that the City will provide flow data to Jones Edmunds for our review as necessary to complete the permit application. Hydraulic modeling of the water system is not included in this Scope of Services.

### **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) GENERAL ENVIRONMENTAL RESOURCE PERMIT**

Jones Edmunds will prepare and submit FDEP Form 62-330.060(1), F.A.C. (June 1, 2018) for a General Environmental Resource Permit and, if necessary, a Section 404 General Permit. We assume that the City will pay the permit application fee of \$100.00 per City's Reduction or waiver of permit processing fee agreement with the State. Jones Edmunds will coordinate and attend on on-site field meeting with FDEP to review the flagged wetland lines, if required, and will respond up to one RAI per application.

### **COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT**

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

**Deliverables:** Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

## TASK 8 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION

### BIDDING SERVICES

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

### CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES

A 10-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 8 months on site. Jones Edmund's Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

#### Submittal Review

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 20 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

#### Site Visits

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 36 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed, time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

## Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and submit to FDEP for clearance of the new water main. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed water main along with passing pressure testing and bacteriological testing results.

## SCHEDULE

Jones Edmunds will begin work on this project upon receipt of a signed contract and NTP from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Public Outreach	30	-
Task 4 – Survey	60	120
Task 5 – Geotechnical Services	30	120
Task 6-1 – Construction Documents – 90%	60	180
Task 6-2 – Construction Documents – Final	45	225
Task 7 – Permitting Assistance & Wetland Delineation	60	240
Task 8 – Limited Professional Services during Construction	10 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

## PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The water main pipe size will be based on the noted Technical Memorandum dated May 7, 2021.
- No residential and/or commercial service connections will be added to the new water main.
- This project will not require design or permitting of stormwater systems.

- The project will not require modifications to existing roads other than minor replacement in kind for limited roadway sections impacted by the pipeline installation.
- The project will not require modifications to the water treatment plant other than the water main connection point.
- Delineated wetland boundaries, if available, will be provided by the City or adjacent landowner(s).
- The proposed scope assumes that wetland impacts will be avoided by following existing trail/timber roads, and therefore an Individual ERP will not be required. If the design requires alternate construction methods which will result in wetlands impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- The project includes no known areas that are contaminated by low-molecular-weight petroleum products or organic solvents.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

## COMPENSATION

In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a lump-sum fee, percent-complete basis as follows:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$17,500
Task 2 – Preliminary Design	\$21,800
Task 3 – Public Outreach	\$7,200
Task 4 - Surveying	\$38,700
Task 5 – Geotechnical Services	\$9,900
Task 6 – Construction Documents (90% and Final Design)	\$65,800
Task 7 – Permitting Assistance	\$13,300
Task 8 – Bidding and Limited Professional Services During Construction	\$93,800
<b>Total</b>	<b>\$268,000</b>

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or [jsbell@jonesedmunds.com](mailto:jsbell@jonesedmunds.com).

Sincerely,



Jamie Sortevik Bell, PE, CFM  
Engineer

Y:\08504 Lake City\Opportunities\2021\_Proposals\95110-205-21-NFMIP-24-inch Water Main\ScopeFee-design\_jsb.docx



**Figure 1 Route Alternative 5A and 5B**



For Informational Purposes Only Document Path: Q:\08504\_Lake\_City\037\_01\mxd\WaterSupplyAlternative\_Individuals.mxd



## **City of Lake City Bell Road Wastewater Improvements**

**TO:** Paul Dyal  
Executive Director of Utilities  
692 SW Saint Margarets Street  
Lake City, Florida 32025

**DATE:** August 30, 2021

**SUBJECT:** City of Lake City Bell Road Wastewater Improvements  
Jones Edmunds Proposal/Opportunity No. 95110-262-21

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### **PROJECT BACKGROUND**

Columbia County is promoting economic development north of the City of Lake City in an area currently served by the City’s utility system. The City has wastewater treatment capacity for the planned and proposed projects but must convey the wastewater flows through an older network of force mains (FMs) and gravity mains (GMs). The City hired Jones Edmunds to conduct the Bell Road Wastewater Capacity Analysis Study (Study) to review the existing collection system’s capacity and provides recommendations for infrastructure improvements to allow wastewater flows to be conveyed from the development area to the City’s wastewater treatment plants. The Study identified six potential wastewater improvement projects that would increase capacity and reduce the risk of sanitary sewer overflows, high water alarms, and/or lag pump-on conditions.

Jones Edmunds is pleased to provide the following scope of services for four of the proposed projects: NW Washington Street FM, Youngs Park Lift Station (LS), Youngs Park LS FM, and Kicklighter/St. Margarets Flow Optimization. The proposed services include surveying, engineering, permitting, and limited construction phase services.

### **SCOPE OF SERVICES**

#### **TASK 1 – PROJECT MANAGEMENT AND KICKOFF MEETING**

##### **PROJECT INITIATION AND MANAGEMENT**

Jones Edmunds will set up project financial files and prepare a Project Management Plan (PMP) that will be used throughout the project. The PMP will summarize the City’s goals and critical success factors, project schedule, project budgets, communication plan, accounting/invoicing procedures, and project contacts list. Jones Edmunds will monitor project progress (percent complete and schedule) and manage the project in conformance with the PMP to the extent possible throughout the contract.

## KICKOFF MEETING WITH CITY PERSONNEL

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

- Key issues and confirmation of the City's objectives and expectations related to the project.
- Availability of information to be used in the preliminary engineering services.
- Refine overall project objectives and project schedule.

## TASK 2 – PRELIMINARY DESIGN

Jones Edmunds will provide the following preliminary design and engineering services before obtaining the topographic survey and developing the detailed design drawings and specifications. The purpose of this task will be to evaluate the proposed force main route and lift station location based on a site visit and walk-through of the route and to assess the available geographic information system (GIS) data.

This task will include the following:

- **Wetland Delineation and Listed Species Assessment.** Jones Edmunds will delineate jurisdictional wetlands and surface waters along the proposed route and locate key flags using a handheld global positioning system (GPS) unit prior to mobilization of the survey subcontractor. A preliminary wetland and surface water delineation map will be generated and provided to a registered surveyor to locate as part of the topographic survey. This effort will include a listed species assessment.
- **Existing Data Collection and Review.** Review available GIS data such as existing infrastructure geodatabases, County parcel data, recent high-resolution aerial imagery, National Wetland Inventory data, and LiDAR elevation data as available.
- **Site Visit.** Perform a walking site visit of the proposed route to identify potential utility conflicts, assess general site conditions such as traffic and special considerations, visualize potential constructability challenges, and develop recommendations for the side of the road for the pipe and the locations of the proposed lift station and valve vault(s).
- **Develop Preliminary Layout.** Develop 10% preliminary design-level GIS figures of the proposed force main route, indicating the recommended side of the road for the pipeline, and locations of the proposed lift station, valve assemblies, and trenchless installations (either by horizontal directional drill (HDD) or jack and bore). Preliminary design figures will also note any potential easements the City may need to acquire.
- **Model Scenarios and Develop Preliminary Pump Selection.** Gather and evaluate data to develop design wastewater flow rates for hydraulic modeling and pump station sizing. Build upon existing hydraulic models, perform model simulations in Bentley SewerGems to evaluate the pump station and force main sizes, select pumps, and develop a design calculation package summarizing the design criteria, model results, and selected system components.

Once the preliminary figures are developed, Jones Edmunds will host a design review workshop with the City to discuss the model results and proposed improvements before providing the surveyor and geotechnical subconsultant their Notice to Proceed (NTP). Items



discussed and agreed to during the design review workshop will be incorporated into the Final Design.

### Deliverables

One electronic PDF copy of the preliminary design figures and the design calculation package, a GIS shapefile of any delineated wetland boundaries, and design review meeting minutes will be provided to the City.

## TASK 3 – SURVEYING

Jones Edmunds will authorize a professional land surveyor (PLS) subconsultant to perform a topographic/location survey within the limits of the proposed wastewater improvements in support of the design. The topographic survey will meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 of the Florida Administrative Code (FAC), Section 472.027 of the Florida Statutes. The survey will include the following:

- Task I – See the attached Bell Road Wastewater Improvements Project map. The PLS will survey the full roadway right-of-way (ROW) along this route which will be developed into the base map for the construction plans/documents. This task will include:
  - Based on Task 2 Preliminary Design, provide design-level survey services for the full ROW from NW Railroad Street to each of the wastewater treatment plants, based on the provided map, including a 50-foot by 50-foot section where the lift station is proposed and a 25-foot by 25-foot section where each valve assembly is proposed.
  - Determine the right-of-way for the primary roadways and intersecting roadways to the return radius.
  - Locate aboveground improvements and utilities.
  - Locate underground drainage and sewer facilities with pipe size, material, and elevation.
  - Locate wetland delineation flags placed by Jones Edmunds staff.
  - Create a survey baseline for all primary roads.
  - Set control points with x, y, and z at 500-foot intervals.
  - Locate utility designations and test holes data performed as part of Task II.
- Task II – Provide Subsurface Utility Designation and Verification (Test Holes):
  - Perform Quality Level B survey at each major utility crossing along the proposed route. Horizontally locate and field mark (paint and/or flags) public subsurface utility mains found excluding service lines and irrigation along the selected project route.
  - Coordinate obtaining Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
  - Expose the subject utilities by using non-destructive vacuum excavation methods at up to fifteen (15) specific locations.
  - Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners, their representatives, and/or by Quality Level B survey.
  - Reference each test-hole location to a minimum of three visible physical features to enable these data to be added to the base map and enable future recovery.

## Deliverables

One paper copy and one electronic PDF copy of the final survey signed and sealed by the PLS will be provided to the City.

## TASK 4 – GEOTECHNICAL SERVICES

Jones Edmunds will authorize a professional geotechnical engineering subconsultant for this project. The geotechnical investigation is expected to include the following:

- Up to 12, 10-foot-deep hand auger borings spaced at approximately 1000-foot intervals along the proposed force main route.
- Four, 25-foot-deep standard penetration test (SPT) borings to be used for horizontal directional drill (HDD) layout and design (two SPTs at each HDD location).
- One, 50-foot-deep (SPT) boring at the proposed lift station location.

The subsurface investigation will occur when the approved preliminary design is in place, and borings will be conducted at the selected locations along the proposed route.

A geotechnical report summarizing the following will be provided:

- Classifying representative soil samples including percent soil fines (sieve determinations), organic content, natural moisture determination, and Atterberg limit tests.
- Water-table levels found during exploration and the seasonal high-water level for each boring.
- Recommendations for suitability of soils for trenchless installations.
- Recommended subgrade preparation for the proposed force main and lift station.

## Deliverables

One paper copy and one electronic PDF copy of the final geotechnical report will be provided to the City.

## TASK 5 – FINAL DESIGN

Task 5 will consist of three submittals – 60% Design, 90% Design, and Final Design. The 60% submittal will include design Drawings and a Technical Specification table of contents. The 90% and Final submittals will include design Drawings and full Technical Specifications. Each submittal will include an Engineer's Opinion of Probable Construction Cost (EOPCC).

The Drawings will use Jones Edmunds' presentation standards. The City-provided standard details will be used to the extent practical. A preliminary list of Drawings is outlined below as a basis of design for our fee estimate. The Bell Road Wastewater Improvements Project plan and profile sheets will be prepared at the following scale:

- Horizontal: 1 inch = 20 feet (full-size sheets, 22-x-34-inch); and 1 inch = 40 feet (half-size sheets, 11-x-17-inch).
- Vertical: 1 inch = 5 feet (full-size sheets, 22-x-34-inch).



Drawing No.	Title
G-1	Cover Sheet
G-2	Drawing Index and Key Map
G-3	General Notes
G-4	Legends and Pipe Schedule
C-1 to C-22	Force Main Plan and Profile Sheets
C-23 to C-26	Civil and Utility Details
C-27 to C-31	Erosion and Sedimentation Control Plan, Notes, and Details
M-1	Lift Station Mechanical Site Plan
M-2	Lift Station Mechanical Sections
M-3	Force Main Valve Assembly Plan, Section, and Details
M-4	Mechanical Details
E-1	Electrical Legend
E-2	Lift Station Electrical Site Plan
E-3	Lift Station Electrical Schedule, Diagram, and Details
E-4	Lift Station Generator Details

The Specifications will be prepared using Jones Edmunds’ standard Construction Standards Institute 16-division format using 2018 EJCDC Front-End Documents and Technical Specifications. Jones Edmunds will customize the Technical Specifications based on comments from the City.

### 60% DESIGN SUBMITTAL

The 60% Design Submittal Package will be submitted to the City for review and comment and will include the following:

- Design Drawings – design drawings including General, Civil, and Electrical.
- Technical Specifications – table of contents (TOC) identifying selected specification sections for major project components.
- EOPCC.

The EOPCC accuracy range will be Class 3 according to the Association for the Advancement of Cost Engineering (AACE) International’s Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City’s Utility Annex office to discuss and obtain comments from the City on the 60% Submittal. Changes agreed to at the meeting will be incorporated into the 90% documents.

## Deliverables

- 60% Design Drawings in PDF format.
- Draft Technical Specifications TOC in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 60% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

## 90% DESIGN SUBMITTAL

The 90% Design Submittal package will be submitted to the City for review and comment and will include the following:

- Design Drawings – Updated drawings including General, Civil, Electrical, and Details.
- Technical Specifications – draft specification sections for major project components showing most major edits with selections of materials for the project.
- EOPCC.
- Draft permit application packages (FDEP, FDOT, and County) for City signature and submittal to the appropriate agencies.

The EOPCC accuracy range will be Class 2 according to the Association for the Advancement of Cost Engineering (AACE) International's Cost Estimate Classification System (Recommended Practice No. 18R-97). The classifications depend on the level of project definition, with Class 1 being the highest level of definition and Class 5 being the lowest level of definition.

We assume that the City will need 2 weeks to review the submittal package. Jones Edmunds will participate in a review meeting at the City's Utility Annex office to discuss and obtain comments from the City on the 90% Submittal. Changes agreed to at the meeting will be incorporated into the Final Design Submittal documents.

## Deliverables

- 90% Design Drawings in PDF format.
- Draft Technical Specifications in PDF format.
- Draft permit application packages in PDF format.
- EOPCC in PDF format.
- Meeting minutes from the 90% Review Meeting.
- Updated raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

## FINAL DESIGN SUBMITTAL

After the 90% design review meeting, Jones Edmunds will incorporate the City's review comments into the Final Design Package and issue the Final Design Submittal. The Final Design will be completed after obtaining all approved permits described in Task 6. The Final Design Submittal will include the Drawings, Front-End Documents, Technical Specifications, a final Class 1 EOPCC, and approved permit application package(s).



## Deliverables

- Final Design Drawings – two signed-and-sealed hard copies (one 22-x-34-inch and one 11-x-17-inch) and an electronic copy (PDF format).
- Final Technical Specifications – two signed-and-sealed hard copies and an electronic copy in PDF format.
- Final EOPCC in PDF format.
- Signed permit application packages and copies of issued permits.
- Final raw SewerGEMS, ArcGIS, and AutoCAD data collected and developed.

## TASK 6 – PERMITTING ASSISTANCE

Jones Edmunds will provide the permitting services described below. All permit applications will be submitted based on the 90% Design Submittal.

### FDEP PERMITTING

- Prepare an FDEP Domestic Wastewater Collection/Transmission System permit application package, including forms, calculations, exhibits, maps, and drawings for the new lift station and new force mains.
- Prepare a General Environmental Resource Permit (ERP) application package, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- If wetlands will be impacted by project construction, a Section 404 permit application may be required. If so, a General 404 permit application package will be prepared, including forms, calculations, exhibits, maps, and drawings for the proposed construction.
- Each application package will be provided to the City for review, approval, and signatures before being submitted to FDEP.
- Respond to one FDEP Request for Additional Information (RAI) per application.
- Following construction, prepare a Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation.

### FDOT PERMITTING

Jones Edmunds will prepare two FDOT Utility Permit applications, one for the crossing of US-90 (Duval Street) and one for the crossing of State Road 10A (Baya Road). Jones Edmunds will respond to one RAI per application. The City will pay any review/application fee. Comments from FDOT will be incorporated by Jones Edmunds into the Final Submittal.

### COLUMBIA COUNTY PUBLIC WORKS RIGHT-OF-WAY PERMIT

Jones Edmunds will apply to Columbia County Public Works Department for a Right-of-Way Utilization permit and respond to up to one RAI. The City will pay any review/application fee. Comments from Columbia County will be incorporated by Jones Edmunds into the Final Submittal.

## Deliverables

Jones Edmunds will provide one hard copy and one electronic PDF copy of each draft permit application to the City for review. The final permit applications will require City signatures. Jones Edmunds will collect the signed permit applications from the City and submit to the

regulatory agencies. Electronic and hardcopies of all fully executed permits will be provided to the City.

## **TASK 7 – BIDDING AND LIMITED PROFESSIONAL SERVICES DURING CONSTRUCTION**

### **BIDDING SERVICES**

Jones Edmunds will assist the City during a proposed 45-day bidding and award process for the project as follows:

- Provide electronic Bid Documents in PDF format to the City. The City will advertise the project through ProcureNow; the City will distribute and maintain distribution records of Bid Documents to the prospective bidders and correspond with prospective bidders.
- Assist the City with one addendum to the Contract Documents. Verbal and written questions from prospective bidders will be first directed to the City. The City and Jones Edmunds will decide if issuing an addendum is required. Jones Edmunds will prepare responses to the bidders' questions to the City, prepare the addenda, and provide the addenda to the City for distribution. Contractor questions received less than 7 calendar days prior to bid opening will not be received by Jones Edmunds.
- Conduct one non-mandatory pre-bid meeting with prospective bidders, direct the meeting, and develop/issue any subsequent minutes or addenda associated with the pre-bid meeting.
- Review the bidders' cost proposals, prepare proposal tabulation, conduct reference and bond checks of the apparent low bidder, and develop a contract award recommendation letter.

### **CONSTRUCTION-ADMINISTRATION ASSISTANCE AND LIMITED OBSERVATION SERVICES**

A 12-month construction schedule is proposed for this project, consisting of a 2-month submittal and material acquisition period and 10 months on site. Jones Edmund's Limited Professional Services During Construction services are based on this 10-month construction schedule. The limited construction-phase services provided will consist of the following:

#### **Submittal Review**

Jones Edmunds will receive, log, review, and issue comments on project submittals, including administrative submittals (i.e., construction schedules and work plans), shop drawings, and product data for the materials to be incorporated into the project, warranties, samples, and O&M manuals. Jones Edmunds estimates approximately 24 submittals for this project. This Scope of Work includes an initial review and one resubmittal review for each submittal. Submittals will be returned to the Contractor within 14 calendar days if all deviations are not listed as requested on the project forms.

#### **Site Visits**

During construction, Jones Edmunds will visit the site to observe construction progress and review that the project work is progressing in general conformance with the Contract Documents. It is assumed that one of the site visits each month will be a progress meeting led by the Contractor. For this Task, we have planned up to 40 site visits to perform these services. If additional site visits are required, they can be performed on an as-needed,

time/materials basis. It is assumed that the City will provide daily construction inspection services including completing daily logs and photographs of work completed.

### Construction Project Closeout and FDEP Certification

Jones Edmunds will conduct one substantial completion site review with the City and the Contractor when the Contractor submits their request for substantial completion. We will prepare a punch list of items that need correction and completion. Final Completion will be certified once the punch list items are completed.

Jones Edmunds will prepare the Certification of Completion (COC) documentation and prepare and submit the FDEP Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation (Form 62-604.300(8)(b)) for the connection. For the preparation of the COCs, we have assumed that the Contractor shall provide surveyor signed/sealed as-built drawings of the completed lift station and force main.

## SCHEDULE

Jones Edmunds will begin work on this project within two weeks of receipt of a signed contract and Notice to Proceed (NTP) from the City. The schedule for this project will be based on the negotiated agreement between the City and Jones Edmunds. Preliminarily, the project tasks are estimated to be completed as follows:

Task	Calendar Days	Calendar Days from NTP
Task 1 – Project Management and Kickoff Meeting	14	14
Task 2 – Preliminary Design	45	60
Task 3 – Surveying	60	120
Task 4 – Geotechnical Services	30	120
Task 5 – Final Design		
60% Design Submittal	60	240
90% Design Submittal	30	
Final Design Submittal	30	
Task 6 – Permitting Assistance	45	254
Task 7 – Bidding and Limited Professional Services during Construction	12 months	-

Note: The above schedule assumes 14-day client review times and that the permits will be received within 60 days from submittal of the permit applications.

## PROPOSAL CLARIFICATIONS

The following clarifications are assumptions, exclusions, or conditions to this Scope of Services. Excluded items may be provided by Jones Edmunds with written authorization via a contract amendment.

- The force main pipe size will be based on the Study dated October 30, 2020.
- No residential and/or commercial service connections will be added to the new force mains.



- This project will not require design or permitting of stormwater systems.
- The project will not require modifications to existing roads.
- Survey of the wastewater treatment facilities is excluded; Jones Edmunds will rely on City-provided drawings and as-builts.
- It is assumed that up to 25-percent of the survey will be Quality Level B; the remaining survey will be Quality Level C.
- The proposed scope assumes that wetland impacts will be avoided by following existing ROW. If the design requires alternate construction methods which will result in wetland impacts, Jones Edmunds can provide additional design services under separate scope and fee.
- Wetland mitigation and associated permitting is excluded from this Scope of Services.
- Individual ERP permitting is excluded from this Scope of Services. If the design requires an individual ERP, Jones Edmunds can provide additional permitting services under separate scope and fee.
- Environmental site assessments and threatened or endangered species, archaeological, or historical investigations are not expected to be necessary and are excluded from this Scope of Services.
- Permitting services other than those described herein are excluded from this Scope of Services.
- RAIs from permitting agencies will not result in changes to the pipeline route/alignment or construction methods.
- All permit application fees will be paid by the City.
- If Section 404 permitting is required permit issuance may take longer than 60 days; construction will not be allowed to begin until all appropriate permits are received.
- Gopher tortoise survey and Temporary Exclusion Permits are excluded from this Scope of Services. Jones Edmunds can provide these services under separate scope and fee if necessary.
- The City will coordinate with the County and other necessary parties on any activities related to zoning, comprehensive planning, fire-department approvals, building-permitting approvals, and easement acquisition.
- The City will acquire all required easements/properties, legal descriptions, and official boundary surveys. Professional services related to these activities are excluded from this Scope of Services.
- The City will provide full-time resident observation for the project and will review and approve all pay requests. These services are not included in this Scope of Services.

## COMPENSATION

In accordance with our Contract for Consulting Engineering Services, Jones Edmunds proposes to perform the Scope of Services as described herein on a not-to-exceed, time and materials basis for Task 3 and Task 7 and on a lump-sum fee, percent-complete basis for the remaining Tasks:

Task	Cost
Task 1 – Project Management and Kickoff Meeting	\$14,000
Task 2 – Preliminary Design	\$27,300
Task 3 - Surveying	\$136,800*
Task 4 – Geotechnical Services	\$14,300
Task 5 – Final Design	\$72,500
Task 6 – Permitting Assistance	\$17,200
Task 7 – Bidding and Limited Professional Services During Construction	\$120,900*
<b>Total</b>	<b>\$403,000</b>

\*Not-to-exceed cost.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to the City of Lake City and looks forward to working with the City on this important project. If you have any questions or wish to discuss any aspect of the proposed Scope of Services, please contact me at 352-377-5821 or [jsbell@jonesedmunds.com](mailto:jsbell@jonesedmunds.com).

Sincerely,



Jamie Sortevik Bell, PE, CFM  
Engineer

Y:\08504 Lake City\Opportunities\2021\_Proposals\95110-262-21 Bell Road Wastewater Improvements\BellRoadWastewaterImprovements\_ScopeandFee\_jsb.docx

**File Attachments for Item:**

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.



**CITY COUNCIL RESOLUTION NO. 2021- 129**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONSTITUTING THE FY 2021-2022 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.**

**WHEREAS**, the City Council of Lake City, Florida (the "City Council"), has enacted Ordinance No. 2002-958 (the "Ordinance") (codified as Chapter 46, Article IV, City of Lake City Code) which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City;

**WHEREAS**, the reimposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property;

**WHEREAS**, the City Council desires to reimpose a Fire Protection Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2021

**WHEREAS**, the City Council, on August 2, 2021, adopted the 2021 Preliminary Rate Resolution as confirmed, supplemented and amended herein, containing and referencing a brief and general description of the fire protection facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property, updating and estimating a rate of assessment, and

directing the updating and preparation of the Assessment Roll, provision of published notice required by the Ordinance and mailed notice;

**WHEREAS**, in order to reimpose Fire Protection Assessments for the Fiscal Year beginning October 1, 2021, the Ordinance requires the City Council to adopt an Annual Rate Resolution, during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS**, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS**, notice of a public hearing has been published and mailed as required by the terms of the Ordinance and proof of publication and mailing being attached hereto as Appendix A.

**WHEREAS**, a public hearing was held on September 7, 2021, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the provisions of Ordinance No. 2002-958, (the "Ordinance")(codified as Chapter 46, Article IV, City of Lake City Code), Resolution No. 2002-055, as amended (the "Initial Assessment Resolution"), Resolution No. 2002-062 (the "Final Assessment Resolution"), Preliminary and Annual Resolutions adopted in subsequent years, and the 2021 Preliminary Rate Resolution, Article VIII, Section 2, Florida Constitution; sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

**SECTION 2. DEFINITIONS AND INTERPRETATION.** This resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Initial Assessment Resolution, as amended, the Final

Assessment Resolution, amended, subsequent Preliminary and Annual Resolutions, as amended, and the 2021 Preliminary Rate Resolution, as may be amended by this Annual Resolution.

**SECTION 3. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

(A) The parcels of Assessed Property described in the Assessment Roll, as updated, which is hereby amended as needed and approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities, and programs described or referenced in the Preliminary Rate Resolution, in the amount of the Fire Protection Assessment set forth in the updated Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Preliminary Rate Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and the subsequent Preliminary and Annual Rate Resolutions, as amended and supplemented by the 2021 Preliminary Resolution and this Annual Resolution, from the fire protection services, facilities, or programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

The method for computing Fire Protection Assessments and the Parcel Apportionment methodology referenced in the City of Lake City Fire Assessment Update Study Final Report - July 26, 2021 and incorporated in the 2021 Preliminary Resolution adopted by the City Commission is hereby approved and reaffirmed. The provisions of the Initial Resolution (Resolution No. 2002-055), as amended and confirmed by subsequent Final, Preliminary and Annual Resolutions, including the provisions of the 2008 Preliminary Resolution (Resolution No. 2008-058), relating to Indigency Relief and Extraordinary Vacancies in Recreational Vehicle Parks, and as amended, supplemented and confirmed by the 2021 Preliminary Rate Resolution, are hereby reaffirmed. Resolution No. 2008-058, Section 9, is hereby amended to name the Columbia County Tax Collector as the City Manager's designee related to administration of Indigency Relief. Notice of a public hearing has



been published and mailed as required by the terms of the Ordinance and proof of publication and mailing being attached hereto as Appendix A. A public hearing was held on September 7, 2021, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance

(B) The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2021, are hereby established as follows:

**FY2021-22 Fire Protection Assessment Rates**

<b>Residential Property Category</b>	<b>Rates</b>	
Single Family Residential	Rate per Dwelling Unit	\$252.02
Multi-Family Residential	Rate per Dwelling Unit	\$227.35
<b>Nonresidential Property Category</b>	<b>Rates</b>	
Commercial	Rate per Square Foot	\$0.1565
Industrial/Warehouse	Rate per Square Foot	\$0.0402
Vacant Land	Rate per Parcel	\$ 50.40

(C) The above rates of assessment are hereby finally approved. Fire Protection Assessments for fire protection services, facilities, and programs in the amounts set forth in the updated Assessment Roll, as herein amended and approved, are hereby levied and reimposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2021.

(D) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property or upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the City Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments.

(E) As authorized in Section 2.13 of the Ordinance (codified at sec. 46-110, City of Lake City Code), Interim Fire Protection Assessments are also levied and imposed against all property for which a Building Permit is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(F) Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

(G) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Fire Protection Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

**SECTION 4. AMENDMENT AND CONFIRMATION OF PRELIMINARY RATE RESOLUTION.** The 2021 Preliminary Rate Resolution, as may have been modified, supplemented, and amended herein, is hereby confirmed.

**SECTION 5. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of this Annual Rate Resolution.

**SECTION 6. SEVERABILITY.** If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

**SECTION 7. EFFECTIVE DATE.** This Annual Rate Resolution shall take effect immediately upon its passage and 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



**APPENDIX A**

**PROOF OF PUBLICATION AND MAILING OF NOTICE**

AFFIDAVIT OF MAILING OF NOTICE OF PUBLIC HEARING  
FOR FIRE PROTECTION ASSESSMENT FOR CITY OF LAKE CITY, FLORIDA

BEFORE ME, the undersigned authority, personally appeared the undersigned affiant(s), who after being duly sworn depose and say:

1) Thelton M. Goff II is a Director of Ad Valorem Taxes with the Columbia County Tax Collector's Office. The Columbia County Tax Collector's Office has caused the notices required by Florida Statutes 197.3632, the Assessment Ordinance and the Preliminary Assessment Resolution to be prepared in conformance with the Assessment Ordinance.

2) On or before August 16, 2021, the Columbia County Tax Collector's Office mailed the above referenced notices by First Class Mail to certain owners of real property located within the City of Lake City, Florida, in accordance with Florida Statutes 197.3632, the Assessment Ordinance and the Initial and Preliminary Resolutions, as reflected on, and at the address shown on, the real property assessment tax roll database maintained by the Columbia County Property Appraiser and the Columbia County Tax Collector for the purposes of the levy and collection of Ad Valorem taxes.

FURTHER AFFIANT SAYETH NAUGHT.

  
Signature of Affiant

Thelton M. Goff II  
Printed Name of Affiant  
Columbia County Tax Collector's Office

State of Florida  
County of Columbia

The foregoing instrument was acknowledged before me this 3rd day of September, 2021 by Thelton M. Goff II. He/She is personally known or has produced \_\_\_\_\_ as identification.

My Commission Expires:

8/30/2023

  
Notary Public, State of Florida



STATE OF FLORIDA,  
COUNTY OF COLUMBIA,

Before the undersigned authority personally appeared Todd Wilson who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; that the attached copy of advertisement, being a

in the matter of

*Legal Notice of Public Hearing*

in the \_\_\_\_\_ Court, was published in said newspaper in the issues of

*August 15, 2021*

Affiant further says that The Lake City Reporter is a newspaper published at Lake City in said Columbia County, Florida, and that the said newspaper has heretofore been continuously published in said Columbia County, Florida, and has been entered as second class mail matter at the post office in Lake City, in said Columbia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*[Signature]*

Sworn to and subscribed before me this 16 day of

August, A.D. 2021

*[Signature]*  
Notary Public



KATHLEENA RIOTTO  
Commission # GG 229945  
Expires August 20, 2022  
Bonded Thru Budget Notary Service

**NOTICE OF PUBLIC HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS CITY OF LAKE CITY, FLORIDA**

Notice is hereby given that the City Council of the City of Lake City will conduct a public hearing to consider re-imposing fire protection special assessments for the provision of fire protection services within the City of Lake City (see map of City below) for the Fiscal Year beginning October 1, 2021.

The hearing will be held at 6:00 p.m., or as soon as possible thereafter, on September 7, 2021, in the City Council Chambers of City Hall, 205 North Marion Avenue, Lake City, Florida, or through the use of communications media technology allowing remote public participation with no public in-person attendance if authorized by the Governor and as determined necessary by the City Council, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (386)719-5756, at least three (3) days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire protection assessment schedule:

**Proposed Fire Protection Assessment Rates for FY2021-22**

Residential Property Category	Not to Exceed Rates	
Single Family	Rate Per Dwelling Unit	\$ 252.02
Multi-family	Rate Per Dwelling Unit	\$ 227.85
Nonresidential Property Category	Not to Exceed Rates	
Commercial	Rate Per Square Foot	\$0.1565
Industrial/Warehouse	Rate Per Square Foot	\$0.0462
Vacant Land	Rate Per Parcel	\$ 50.40

Copies of the Fire Protection Assessment Ordinance (Ordinance No. 2002-958), the Initial Assessment Resolution (Resolution No. 2002-055), the Final Assessment Resolution (Resolution No. 2002-062), subsequent Preliminary and Annual Resolutions amending and confirming the Fire Protection Assessments, the 2021 Fire Assessment Update Report, the 2021 Preliminary Assessment Resolution, and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office located at City Hall, 205 North Marion Avenue, Lake City, Florida.

The assessments will be collected by the Tax Collector on the ad valorem property tax bill which will be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the City Manager's Office at (386) 719 -5768, Monday through Friday between 8:00 a.m. and 5:00 p.m.



City of Lake City

AUDREY SIKES, CITY CLERK  
CITY OF LAKE CITY



**APPENDIX B**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO FIRE PROTECTION  
NON-AD VALOREM ASSESSMENT ROLL**

**I HEREBY CERTIFY** that, I am the Mayor of the City of Lake City, or authorized agent of the City of Lake City, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire protection services (the "Fire Protection Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Columbia County Tax Collector by September 15, 2021.

**IN WITNESS WHEREOF**, I have subscribed this certificate and directed the same to be delivered to the Columbia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF LAKE CITY, FLORIDA**

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

**(To Be Delivered to Columbia County Tax Collector  
no later than Sept. 15, 2021)**

**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.



**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 AND ADOPTED** at a meeting of the City Council this 7<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

**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.



**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>	
<b>Gas</b>	<b>\$ 4,639,531</b>
<b>Water/Sewer</b>	<b><u>16,716,992</u></b>
<b>TOTAL PROJECTED ENTERPRISE FUNDS EXPENSES</b>	<b>\$ 38,843,246</b>
<b>PROJECTED EXPENDITURES – RESTRICTED</b>	
<b>Debt Service</b>	<b>\$ 844,440</b>
<b>Community Redevelopment Agency</b>	<b>531,689</b>
<b>Fire Special Assessment</b>	<b>2,817,583</b>
<b>Airport Fund</b>	<b>1,671,887</b>
<b>Impact Fee Trust Fund</b>	<b>1,691,488</b>
<b>Water Sewer Construction</b>	<b>8,439,424</b>
<b>Sales Tax Bond Fund</b>	<b>4,432,084</b>
<b>Airport Construction</b>	<b><u>1,353,406</u></b>
<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:**

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.

**ORDINANCE NO. 2021-2189**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ESTABLISHING 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 PROMOTIONS OR ELECTRONIC SWEEPSTAKES; EXCEPTING RENEWALS OF EXISTING BUSINESS TAX RECEIPTS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") provides municipal services to its citizens, including the regulation and issuance of business tax receipts; and

**WHEREAS**, the appropriate regulation, licensing, and permitting of business tax receipts is vital to the public's health, safety, morals and welfare as deficient or inadequate regulations can lead to public harm; and

**WHEREAS**, the City has learned of certain activities related to game rooms, arcades, internet cafes, sweepstakes redemption centers, establishments using slot machines or slot machine-like equipment, and similar indoor entertainment and amusement activities (hereinafter "Sweepstakes Promotions" or "Game Promotions") within the City being proposed or considered, which activities would harm the City's economic and redevelopment activities and otherwise significantly and adversely affect the public health, safety, morals and welfare, since said activities may include forms of gaming or gambling that are inconsistent with either state, federal, or local laws; and

**WHEREAS**, the City Councils finds it necessary to the public's health, safety, morals and welfare to cause a study to be accomplished relative to the criteria for issuance of business tax receipts related to Sweepstakes Promotions, and to place a temporary moratorium on the issuance of business tax receipts related to Sweepstakes Promotions for a period of one hundred and eighty (180) days; and

**WHEREAS**, the City Council, finds that it is appropriate to impose a temporary moratorium on the issuance of new business tax receipts and permitting of Sweepstakes Promotions.

**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.** Imposition of Moratorium. Beginning on the effective date of this ordinance, a moratorium is hereby imposed as follows:



- A. The Land Development Regulations and the Code of Ordinances of the City of Lake City, Florida, are hereby amended by placing a moratorium on the issuance of business tax receipts, development orders, building permits and zoning approval related to Sweepstakes Promotions as principal or accessory uses. For purposes herein, the term, "development order," shall have the same meaning as that set forth in F.S. § 163.3164.
- B. To protect the due process and other constitutional rights of applicants and the general public, applications received prior to the effective date of this ordinance and that have been processed to the extent of receiving zoning approval shall be tolled for the term of this moratorium and if this moratorium is lifted then the processing of the application shall resume at no additional costs to the applicant.
- C. The City Council may extend the temporary moratorium established in this ordinance one (1) time for a period not to exceed one hundred and eighty (180) days upon a finding by the City Council set forth in the ordinance that the problems giving rise to the need for the temporary moratorium established herein continue to exist and that reasonable progress is being made in carrying out a specific and prompt plan of corrective legislative action, but that additional time is reasonably needed to adequately address the issues facing the City.

**Section 3.** Penalties.

a. Any person, firm, corporation, other business entity, or agent thereof who shall violate any provision of this ordinance or who fails to comply with any provisions herein, shall be guilty of a misdemeanor of the second degree and subject to a maximum fine in an amount not exceeding five hundred dollars and zero cents (\$ 500.00) and a definite term of imprisonment not exceeding sixty (60) days. Either or both penalties may be imposed. Each day during which any violation occurs constitutes a separate offense.

b. Nothing herein contained shall prevent the City from taking such other lawful action including, but not limited to, equitable legal action, as it deems necessary to prevent or remedy any violation of this ordinance.

**Section 4.** Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

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

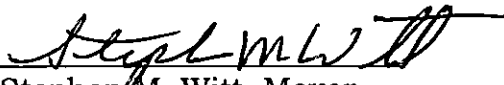
**Section 6.** Effective Date. This Ordinance shall take effect upon its adoption.

**PASSED AND ADOPTED** upon first reading this 5<sup>th</sup> day of April 2021.

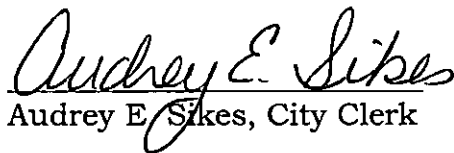
**NOTICE PUBLISHED** on the 23<sup>rd</sup> day of April 2021.

**PASSED AND ADOPTED** on the 3<sup>rd</sup> day of May 2021.

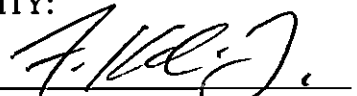
**CITY OF LAKE CITY, FLORIDA**

By:   
Stephen M. Witt, Mayor

ATTEST:

By:   
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:


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

**Record of Vote on First Reading**

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

**Certification**

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


  
AUDREY E. SIKES, MMC  
City Clerk

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

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

**Certification**

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

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



**File Attachments for Item:**

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.

ORDINANCE NO. 2021-2200

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

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

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

Section 1. Pursuant to an application, Z 21-06, by Tori Humphries of North Florida Professional Services, as agent for Olivia Rae Investments, Inc., to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE-FAMILY-2 (RSF-2) to COMMERCIAL, NEIGHBORHOOD (CN) on property described, as follows:

A Portion of Parcel No. 05-4S-17-07620-000

A parcel of land lying within Section 5, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Lots 4, 5, 12, 13 and 14 of Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida, and that parcel lying between the Western right-of-way line of State Road 25A (also known as South Marion Avenue) and the East line of Lots 4 and 5 of Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida, and all of that portion of Southwest Bardin Way (formerly known as Bardin Terrace), an abandoned street, lying between Lots 4 and 5 and Lots 12, 13, and 14, Block 1, of Bardin Terrace, a subdivision, as recorded in the Public Records of Columbia County, Florida.

Containing 2.45 acres, more or less.

Section 2. 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 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 7th day of September 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

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.



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

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.

**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

**File Attachments for Item:**

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.

**CITY COUNCIL RESOLUTION NO. 2021-128**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE 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.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City) applied for grant funding through the Edward Byrne Memorial Justice Assistance Grant FY2021 (hereinafter the “Grant”); and

**WHEREAS**, the City, through the Lake City Police Department (hereinafter the “LCPD”), desires to accept the funds awarded through the Grant in the amount of thirty-eight thousand six hundred forty-two dollars and zero cents (\$38,642.00) (a copy of the Grant award is attached); and

**WHEREAS**, the City desires to utilize the Grant funding to purchase patrol rifles at a cost not to exceed the Grant award to replace current weapons approaching end-of-service life; and

**WHEREAS**, the City Council finds that it is in the City’s best interest to accept and utilize the Grant funds for the purchase of patrol rifles.

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

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

**Section 2.** The grant award from the United States of America acting through the Department of Justice, and Florida Department of Law Enforcement in an amount up to thirty-eight thousand six hundred forty-two dollars and zero cents (\$38,642.00) to fund the specifically described in the *Edward Byrne Memorial Justice Assistance Grant (JAG) Program Acceptance of Federal Funding Assistance* is accepted.

**Section 3.** The Mayor and city administration are authorized to execute any and all documentation relating to the *Edward Byrne Memorial Justice Assistance Grant (JAG) Program Acceptance of Federal Funding Assistance*.

**Section 4.** Conflict. All resolutions, or portions of resolutions, and approved motions of the City Council, found to be in conflict with this resolution are hereby repealed to the extent of such conflict.

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

FLK/aj  
8/12/2021

**Section 5.** 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



**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

**ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE**

Subrecipient: City of Lake City

Subgrant Number: 2021-JAGC-COLU-1-3B-073

Project Title: PATROL RIFLE

Pass-through Entity: Florida Department of Law Enforcement

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This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of Lake City  
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

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Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name and Title \_\_\_\_\_

Lake City Police Department  
Authorizing Official (Official, Administrator, or Designated Representative)

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name and Title \_\_\_\_\_

Florida Department of Law Enforcement  
Office of Criminal Justice Grants

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Cody Menacof, Bureau Chief  
Printed Name and Title \_\_\_\_\_

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

### SPECIAL CONDITIONS

Subrecipient: City of Lake City

Subgrant Number: 2021-JAGC-COLU-1-3B-073

Project Title: PATROL RIFLE

Pass-through Entity: Florida Department of Law Enforcement

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46675: At the time of application approval, the City of Lake City had not submitted a current EEO Plan, and/or Approval Letter to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S46682: A risk assessment completed at the time of application review determined this project is HIGH-RISK. Backup documentation supporting all expenditures must accompany each reimbursement request submitted for approval. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S48030: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

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## Subgrant Recipient

**Organization Name:** City of Lake City  
**County:** Columbia

## Chief Official

**Name:** Stephen Witt  
**Title:** Mayor  
**Address:** 205 North Marion Avenue  
**City:** Lake City  
**State:** FL                      **Zip:** 32055-3918  
**Phone:** 386-719-5756      **Ext:**  
**Fax:** 386-752-4896  
**Email:** witts@lcfla.com

## Chief Financial Officer

**Name:** Donna Duncan  
**Title:** Finance Director  
**Address:** 205 North Marion Avenue  
**City:** Lake City  
**State:** FL                      **Zip:** 32055-3918  
**Phone:** 386-719-5800      **Ext:**  
**Fax:**  
**Email:** financeadmin@lcfla.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## Implementing Agency

**Organization Name:** Lake City Police Department  
**County:** Columbia

## Chief Official

**Name:** Argatha Gilmore  
**Title:** Chief  
**Address:** 225 Northwest Main Boulevard  
**City:** Lake City  
**State:** FL **Zip:** 32055-3964  
**Phone:** 386-758-5484 **Ext:**  
**Fax:** 386-719-5463  
**Email:** gilmorea@lclapd.com

## Project Director

**Name:** John Miles  
**Title:** Lieutenant  
**Address:** 225 North West Main Boulevard  
**City:** Lake City  
**State:** FL **Zip:** 32055-3919  
**Phone:** 386-758-5421 **Ext:**  
**Fax:** 386-719-5463  
**Email:** milesa@lclapd.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - County-wide

## General Project Information

**Project Title:** PATROL RIFLE  
**Subgrant Recipient:** City of Lake City  
**Implementing Agency:** Lake City Police Department  
**Project Start Date:** 7/1/2021      **End Date:** 9/30/2022

## Problem Identification

The Lake City Police Department is committed to excellence and providing quality service to the community. The Lake City Police Department (LCPD) is responsible for protecting life and property, preventing crime, and responding to calls for service. As the Police Department strives to fortify its foundation in policing and continues to develop relationships within the community, the goal continues to be to enhance the safety and security of officers, City residents and visitors.

The Lake City Police Department has been accredited with The Commission for Law Enforcement Accreditation (CFA) since 2002. An accreditation program has long been recognized as a means of maintaining the highest standards of professionalism.

The Lake City Police Department currently has some patrol rifles as the issued rifles for its officers.

There have been numerous studies conducted on the different calibers of handguns utilized by its officers. Some of the rifles LCPD has are Vietnam era rifles that are in need of repair. The rifles are heavier than newer model, which is harder for smaller officers to utilize. They also have fixed stocks and are not set up to allow modern optics.

Currently there are younger people getting into the Law Enforcement field with minimal experience in using rifles. The newer rifles, which are lighter and allow for optics and a collapsible stock could help alleviate some of the issues currently experienced with the older, heavier rifles.

While performance is expected to improve across the board among all of the department's members, in individual cases where officers may have less physical strength or smaller frames, the lighter, more adaptable rifle will likely have a significant impact on improving overall function and accuracy.

Without funding the Lake City Police Department will not be able purchase the new firearms, and will have to continue to rely on older weapons that have already begun to have failures, thus putting the lives of the officers and the citizens at greater risk.

## Project Summary (Scope of Work)

Byrne Grant funding is requested to assist the Lake City Police Department in the purchase of new patrol rifles. The Lake City Police Department will trade in the current firearms and receive credit toward the purchase of new, more reliable rifles.



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The Lake City Police Department will use grant funding to purchase forty five (45) semi-automatic patrol rifles. Additionally, grant funding will be used to purchase practice and duty ammunition for these weapons. This equipment will enable and enhance the Lake City Police Department to promptly and responsibly equip its Officers when a firearm has failed or in need of repair for when those officers respond to those situations where the use of a firearm may be needed. The new rifles and ammunition will enable officers to respond to active threat incidents where perpetrators may be armed themselves with an assortment of dangerous weapons.

The Lake City Police Department will be responsible for completion of the project, and will issue the new firearms and train the officers on the handling of them. The activities will be performed within the jurisdiction. Minimum performance documentation will be performed by invoice for purchased equipment, and documentation of issuance. Documentation will be maintained in the grant file folder and available for review upon request.

Anticipated timeline for completion of project:

August 2021-conduct vendor selection and obtain quotes

September/October 2021-complete purchase of equipment

October/November 2021-complete issuance and training with equipment.

The City of Lake City will request reimbursement equipment in working order as documented by inventory records, paid invoices, cancelled checks, and project performance reports.

The City of Lake City will request reimbursement for equipment, with the submission of regular project expenditure reports on the purchased licenses documented by paid invoices, cancelled checks, and project performance reports.

Documentation of deliverables will be maintained by the subrecipient and/or implementing agency and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, and proof of payment, etc.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the property or buildings at this location.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

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## Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 12046

Question: What is the address of the location being used to provide services for this project?

Answer: 225 NW Main Blvd  
Lake City, FL  
32055

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

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## General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Prime Purpose Area:** 01 - Law Enforcement (Includes Task Forces)

**State Purpose Area:** 1G - General Questions

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## Objectives and Measures

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**Objective:** General Questions - General Questions for All Recipients

**Measure:** General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

**Goal:** No

**Measure:** General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

**Goal:** No

**Measure:** General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

**Goal:** No

**Measure:** General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

**Goal:** No

**Measure:** General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

**Goal:** No

**Measure:** General 06

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Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: Florida Gateway College firing range

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Public satisfaction with police services

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: hosting community meetings-quarterly, attending community events-monthly, social media-weekly, minority outreach-monthly

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Citizen's Police Academy, youth Explorer program, Summer work program

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have

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multiple goals, describe each goal separately.

**Goal:** The Police Department strives to fortify its foundation in policing and continues to develop relationships within the community, the goal continues to be to enhance the safety and security of officers, residents, and visitors. Replacement of patrol rifles will help facilitate this effort.

**Measure:** General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

**Goal:** yes, quarterly expenditure reports and progress reports will be provided.

**Measure:** General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

**Goal:** No known barriers if funding is approved

**Measure:** General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

**Goal:** yes

**Measure:** General 11b

What major activities are planned for each of your goals listed in question 11?

**Goal:** Purchase and replace older rifles with newer, more reliable rifles. Issue the new rifles, and train the officers on the proper function and use of the rifles.

**State Purpose Area:** 3E - Equipment, Supplies, and Technology Enhancements

## Objectives and Measures

**Objective:** Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

**Measure:** Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

**Goal:** yes. All assets will be tracked using City of Lake City Asset Management and the Lake City Police Department Property Management System, a computerized accounting system that assigns assets to officer and/or vehicles by serial number, make and model. These assets are audited yearly to insure proper accounting of all issued items.



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**State Purpose Area:** R25 - Questions for recipients of an award \$25,000 or more.

## Objectives and Measures

**Objective:** LE General - Law enforcement questions for recipients of an award \$25,000 or more.

**Measure:** LE01

How many sworn personnel with general arrest powers does your agency have on staff?

**Goal:** 43

**Measure:** LE02

Of the sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE03

How many non-sworn employees does your agency have on staff?

**Goal:** 18

**Measure:** LE04

Of the non-sworn personnel, how many are JAG funded?

**Goal:** 0

**Measure:** LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

**Goal:** No

**Measure:** LE06

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

**Goal:** unsure/don't know

**Objective:** LE Program - Program specific law enforcement questions for recipients of an award \$25,000 or more.

**Measure:** LE07

During the grant period, will you operate a law enforcement program partially or fully funded by JAG funds? If yes, what is the name of that program? If you are operating more than one program, include the names

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of each one.

Goal: no

Measure: LE08

During the grant period, will you operate a task force partially or fully funded by JAG funds? If yes, what is the name of the program? If you are operating more than one program, include the names of each one.

Goal: no

Measure: LE09

If you will operate a program or task force with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you will operate more than one program, answer for each separately.

Goal: no

Measure: LE10

If you will operate a program or task force with JAG funds during the grant period, what was the initiation year of that program, regardless of when it received JAG funding? If you operated more than one program, answer for each separately.

Goal: zero

Measure: LE11

Are you or a partner planning to conduct an evaluation of your program or task force? If you will operate more than one program, answer for each separately.

Goal: n/a

Measure: LE12

If you or a partner are planning to conduct an evaluation of your program or task force, are you aware that you will be required to report on the status of that evaluation?

Goal: n/a

Measure: LE13

If you will operate a program or task force with JAG funds during the grant period, which of the following violent crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All violent crime in the jurisdiction, Homicide, Human Trafficking, Domestic Violence, Child Abuse, Child Pornography and Exploitation, Sexual Assault, Terrorism, None of the above.

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Goal: n/a

Measure: LE14

If you will operate a program or task force with JAG funds during the grant period, which of the following property crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All Property Crime in the Jurisdiction, Auto theft, Burglary.

Goal: n/a

Measure: LE15

If you will operate a program or task force with JAG funds during the grant period, which of the following societal crimes/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: Drug crime, Prescription drug crime, Disorder/quality-of-life incidents, Prostitution, Cybercrime, White-collar crime, Healthcare fraud, Status offenses (truancy, underage drinking, etc.), None of the above.

Goal: n/a

Measure: LE16

If you will operate a program or task force with JAG funds during the grant period, which of the following general crime/problems will it focus on? If you will operate more than one program, answer for each separately. Choose all that apply from among the following list: All crime in the jurisdiction, Hate crime, Gun Crime, Traffic violations/crashes, Other (please describe).

Goal: n/a

Measure: LE17

If you will operate a program or task force with JAG funds during the grant period, who is the target population. If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Adults, Elderly, Gangs, Juvenile Delinquents, Children of incarcerated/justice-involved parents, Drug-endangered children, Persons with mental illness, All victims, Other (please describe).

Goal: n/a

Measure: LE18

If you will operate a program or task force with JAG funds during the reporting period, what is the primary target area of that program or task force? If you will operate more than one program, answer for each separately. Choose from the following list: Specific landmark or place (mall, park, theater), hot spots (a number of blocks or street segments that have been identified as experiencing a disproportionate share of the

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jurisdiction's problem), entire jurisdiction, multi-jurisdictional/cross jurisdictional.

Goal: n/a

Measure: LE19

If you will operate a program or task force with JAG funds during the reporting period, will that program focus efforts around any of the following models? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Community oriented approach, problem solving approach, geographic focus, high-rate offender focus, high-rate group/gang focus, Procedural justice, Unsure/Don't know, Other (please describe).

Goal: n/a

**Objective:** LE Services - Service specific law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE20

Will you provide situational crime prevention and crime prevention through environmental design strategies as part of your program? (approaches that change the perceived opportunities for a crime, so the offender will believe the crime is more difficult, has more risk, or provides less rewards, for example, access control to parking lots or improved lighting on a walkway) If you will operate more than one program, answer for each separately.

Goal: no

Measure: LE21

Will you provide youth development services as part of your program? (programs that promote positive behaviors and decrease negative behavior in youth, for example, any of the Blueprints programs.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: no  
youth services already provided by department through other activities

Measure: LE22

Will you provide crime awareness services as part of your program? (programs aimed at increasing the awareness of a crime problem including solutions to prevent crime, for example a Lock It or Lose It program.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: no  
crime prevention and lock it or lose it already provided by agency through dedicated crime prevention unit

Measure: LE23

Will you provide increased personal safety services as part of your

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program? (programs that provide instruction on increasing personal safety, for example, a Rape Aggression Defense (RAD) class.) Describe the services provided. If you will operate more than one program, answer for each separately.

**Goal:** no  
RAD program already provided through dedicated crime prevention and community relations unit

**Measure:** LE24  
Will you provide community building services with your program? (programs that promote community cohesion, including communication between the community and elements of the criminal justice system, for example, National Night Out.) Describe the services provided. If you will operate more than one program, answer for each separately.

**Goal:** no  
National Night Out and other programs already provided through dedicated crime prevention and community relations unit

**Measure:** LE25  
Will you provide any other crime prevention services not described in this report with that program? Describe the services provided. If you will operate more than one program, answer for each separately.

**Goal:** no

**Objective:** LE Tracking - Tracking questions for Law Enforcement recipients of an award \$25,000 or more.

**Measure:** LE26  
Approximately how many criminal groups will be disrupted under your program during the grant period? Disrupted means impeding the normal and effective operation of the group, as indicated by changes in leadership or methods of operation. If you will operate more than one program, answer for each separately.

**Goal:** unknown

**Measure:** LE27  
How many criminal groups will be dismantled under your program during the grant period? Dismantled means destroying the organization's leadership, financial base, or supply network so that the organization is incapable of operating. If you will operate more than one program, answer for each separately.

**Goal:** unknown

**Measure:** LE28  
Approximately how many firearms will your program or task force seize during the grant period? If you will operate more than one program, answer for each separately.



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Goal: unknown

Measure: LE29

Approximately how many firearms will your program or task force enter into the National Integrated Ballistic Information Network (NIBIN) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

Goal: unknown

Measure: LE30

Approximately how many firearms will your program or task force trace through the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) during the reporting period? If you will operate more than one program during the reporting period, answer separately for each.

Goal: zero

Measure: LE31

Regardless of JAG funding, how many total asset forfeiture cases will your program or task force file during this grant period?

Goal: zero

Measure: LE32

Regardless of JAG funding, which of the following items will your program or task force seize during the grant period as part of a state or federal asset forfeiture case? Choose all that apply from the following list: Drugs, currency, firearms, other physical property, none of the above.

Goal: unknown

Measure: LE33

Are you aware that you will be required to complete the law enforcement questionnaire and submit it to your grant manager alongside each performance report.

Goal: yes

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## Section 2 Financial

### General Financial Info:

**Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.**

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000352

### Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$3,542.00	\$0.00	\$3,542.00
Operating Capital Outlay	\$35,100.00	\$0.00	\$35,100.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$38,642.00</b>	<b>\$0.00</b>	<b>\$38,642.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

Will the project earn project generated income (PGI)? No

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## **Budget Narrative:**

Operating Capital Outlay: \$35,100.00

45 S&W M&P15T rifle @ \$780.00 each = \$35,100.00

Expenses: \$6,600

10 cases (1000 rds each) practice ammunition @ \$330.00 = \$3300.00

10 cases (1000 rds each) duty ammunition @ \$330.00 = \$3300.00

Grant Total: \$41,700.00

Total Grant Allocation: \$38,642.00

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items will be purchased via competitive bid.

All assets will be tracked using City of Lake City Asset Management and the Lake City Police Department Property Management System, a computerized accounting system that assigns assets to officers and/or vehicles by serial number, make and model. These assets are audited yearly to ensure proper accounting of all issued items.

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit, bundle, system, etc.

Grant funds may be used to pay for applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties outside of the project period.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

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## Section Questions:

Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?

Answer: N/A

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 2500

Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.

Answer: N/A

Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Form.

Answer: No



## OFFICE OF CRIMINAL JUSTICE GRANTS SUBAWARD STANDARD CONDITIONS

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The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

### **For NCHIP and NARIP Subawards**

**Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

### **GENERAL REQUIREMENTS**

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://oip.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://oip.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions  
Subparts B-D, Administrative Requirements  
Subpart E, Cost Principles  
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons  
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations  
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments  
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace  
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement  
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information  
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf> and  
<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons  
Chapter 119, F.S., Public Records  
Section 215.34(2), F.S., State funds; non-collectible items; procedure  
Section 215.97, F.S. Florida Single Audit Act  
Section 215.971, F.S., Agreements funded with federal or state assistance  
Section 215.985, F.S., Transparency in government spending  
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay



**For NCHIP and NARIP:**

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) ([https://www.bjs.gov/content/pub/pdf/nchip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf))

FY2020 NICS Act Record Improvement Program (NARIP) guidance

([https://www.bjs.gov/content/pub/pdf/narip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf))

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 *Capital assets*, 200.20 *Computing devices*, 200.48 *General purpose equipment*, 200.58 *Information technology systems*, 200.89 *Special purpose equipment*, and 200.94 *Supplies*.

**Fiscal Agent** refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project



past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

**12.0 Confidentiality of Data** - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**14.0 Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0 General Appropriations Restrictions** – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

**17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**19.0 Personally Identifiable Information Breaches** – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to



FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

**1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOP)** - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

**10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

**11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.



**12.0 Non-discrimination Contract Requirements** -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

## **SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY**

**1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

## **SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS**

**1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

**2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

### **4.0 Performance and Reporting**

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

## **6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

## SECTION V: MONITORING AND AUDITS

**1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

**3.0 Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 65. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage



and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

- 4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

- 5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

- 6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

- 7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf>.

- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

- 9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

- 10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.



Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may



include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

**8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

**9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

**10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptraininqguidinqprinciples.htm](http://www.ojp.gov/funding/ojptraininqguidinqprinciples.htm).

**12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-



based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

#### **14.0 Information Technology Projects**

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP



equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**15.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**14.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**16.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.



- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**17.0 Non-Disclosure Agreements** - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**18.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

**19.0 For JAG: Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems](#) (RISS) members may access the training through the secure RISS portal. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_RISS.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf)
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal](#) (LEEP) may log in to LEEP to access the training. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_LEEP.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf).
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

**20.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

**21.0 For PREA: PREA Audits** - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

## SECTION VIII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

### 2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs



to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**4.0 Human Research Subjects** – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

#### **5.0 Disclosures**

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

**6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, 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 federal assistance.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.



**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

**14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**15.0 Employment Eligibility Verification for Hiring Under This Award** – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.



- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

**16.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://oip.gov/funding/Explore/Interact-Minors.htm>.

**17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:** No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, 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 federal assistance.

**17.0 For RSAT: State Alcohol and Drug Abuse Agency** - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

**18.0 For RSAT: Drug Testing** - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**19.0 For RSAT: Opioid Abuse and Reduction** - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

**20.0 For RSAT: Data Collection** - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

**21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

**22.0 For PSN: Media-related Outreach** - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

**23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:  
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**File Attachments for Item:**

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.



**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 LIMITATIONS PRESCRIBED IN THE ACT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, at its meeting on August 2, 2021, the City Council for the City of Lake City, Florida (hereinafter the “City”) authorized the execution of the *Application for Federal Assistance SF-424* (hereinafter the “Application”) for a grant from the United States of America, through the Federal Aviation Administration (hereinafter the “FAA”); and

**WHEREAS**, pursuant to the City Council’s authorization approving the execution of the Application, the City, through its Airport Director previously authorized by the respective signatories, and City Attorney, executed for and on behalf of the City a grant agreement dated August 13, 2021, a copy of which is available in the City Clerk’s office (hereinafter the “Agreement”); and

**WHEREAS**, the FAA required execution of the Agreement after receipt of the Agreement but before a regular meeting of the City Council and all the respective signatories were not available to execute the Agreement prior to the required date; and

**WHEREAS**, the City Council, by this resolution, formally ratifies the execution of the Agreement by the Airport Director and City Attorney.

**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 execution of the Agreement by the Airport Director, on behalf of the signatories, and City Attorney is confirmed and ratified.

**Section 3.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

FLK/mr  
08/24/2021

**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 E. Sikes, City Clerk

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

**File Attachments for Item:**

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.

**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.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) requires the purchase and installation of 7,500 feet of 4-foot field fence at the Kicklighter Wastewater Treatment Facility (hereinafter the “Project”); and

**WHEREAS**, section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

**WHEREAS**, due to the anticipated costs of the Project, an Invitation to Bid ((ITB-024-2021) hereinafter “ITB”) was advertised; and

**WHEREAS**, the city administration recommends the rescission of the award made pursuant to City Council Resolution No. 2021-110, due to the contractor requesting the rescission due to COVID-19; and

**WHEREAS**, the city administration recommends that the Project be awarded to DMC Construction, LLC (hereinafter “DMC”); and

**WHEREAS**, the City Council finds that it is in the City’s best interest to rescind the award made pursuant to City Council Resolution No. 2021-110, and award the contract to DMC for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Contract between the City of Lake City, Florida and DMC CONSTRUCTION, LLC*” (hereinafter the “Contract”) 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 Contract is awarded to DMC and the execution of the same is authorized.

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

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

**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

## **EXHIBIT A**

### **CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND DMC CONSTRUCTION, LLC.**

**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 DMC Construction, LLC, having a mailing address of 184 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "Contractor").

**WHEREAS**, the City desires Contractor to purchase and install seven thousand five hundred (7,500) feet of four (4) foot field fence at the City's Kicklighter Wastewater Treatment Facility (hereinafter "Kicklighter" or "Kicklighter Facility") located off of Sisters Welcome Road in Columbia County, Florida; and

**WHEREAS**, the City invited competitive bids through an Invitation to Bid (ITB-024-2021) and the Contractor was selected as the lowest responsible bidder; 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 in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-024-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

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 purchase and installation field fence at the Kicklighter Facility, and the services and responsibilities listed within the ITB.

e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

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 Bid which is a total of thirty thousand ninety-seven dollars and fifty cents (\$30,097.50). 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, in addition to any listed in the ITB, 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 subcontractor 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 (\$100.00) 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.

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, are

the Invitation to Bid (ITB-024-2021) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **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

**DMC CONSTRUCTION LLC**

By: \_\_\_\_\_  
Stephen M. Douglas,  
President

**File Attachments for Item:**

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.



MARLIN M. FEAGLE, ATTORNEY AT LAW, P.A.

153 NE MADISON STREET  
POST OFFICE BOX 1653  
LAKE CITY, FLORIDA 32056-1653  
(386) 752-7191  
Fax: (386) 758-0950  
E-mail: leagle@bellsouth.net

August 23, 2021

Honorable Stephen Witt  
Mayor City of Lake City, Florida  
205 N. Marion Ave.  
Lake City, Florida 32055

Honorable Rocky Ford  
Chair Columbia County Board of County Commissioners  
Lake City, Florida

Re: Florida Gateway College

Dear Mayor Witt and Chair Ford:

Our office represents Florida Gateway College (FGC) District Board of Trustees ("Board"). At its regular meeting on August 12, 2021, the Board directed me to request a joint meeting among the Lake City Council, the Columbia County Commissioners, and representatives of FGC to discuss the following items with all parties including:

1. Ownership/easements of main water and sewer lines on College property;
2. Discrepancies in ownership of a parcel of land at the Lake City Airpark;
3. Potential runway expansion of the Lake City Airport;
4. Potential closure plans and relocation of Timberwolf Drive;
5. Potential increase of significant traffic on Timberwolf Drive by development of a multi-use apartment complex;
6. Discussion of stormwater issues causing flooding issues at the

Honorable Stephen Witt  
Honorable Rocky Ford  
Page 2  
August 23, 2021

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college; and

7. Discussion of potential grants.

Your attendance and participation will be greatly appreciated.

After considering the scheduled public meetings for both the county and city in September 2021, and due to the urgency of this matter we have scheduled this meeting for Tuesday, September 21, 2021 at 6:00 pm in room 102 at the Wilson Rivers Library. This 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. For more information please contact President Barrett at [Lawrence.barrett@fgc.edu](mailto:Lawrence.barrett@fgc.edu) or by phone at 386-754-4200.

Very truly yours,

  
Marlin M. Feagle

MMF/tbb  
xc: See attached

FGC Board Members:

Mr. David Crawford  
Ms. Renae Allen  
Honorable Robert Brannon, III  
Mr. Lindsey Lander  
Ms. Kathryn McInnis  
Mrs. Suzanne Norris  
Dr. James Surrency  
Dr. Miquel Tepedino

Honorable Board of County Commissioners:

Mr. Rocky Ford, Chair  
Mr. Ronald Williams  
Mr. Robert Hollingsworth  
Mr. Toby Witt  
Mr. Tim Murphy

Honorable City Councils Members:

Mayor Stephen Witt  
Mr. Eugene Jefferson  
Mr. Jake Hill, Jr.  
Mr. Todd Sampson  
Mr. Chris Greene

Columbia County Attorney:

Mr. Joel Foreman

City of Lake City Attorney:

Mr. Fred Koberlein

**File Attachments for Item:**

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

**CITY OF LAKE CITY  
COMPLAINT PROCESSING**

**TO BE COMPLETED BY EMPLOYEE**

**STEP I**

EMPLOYEE

Burnsed, Gregory L

DEPARTMENT Police

(LAST, FIRST, M.I.)

JOB TITLE Police Officer/Accreditation Manager/PIO

IMMEDIATE SUPERVISOR'S NAME Sgt. Jason Byrd

PERSONNEL POLICY/SECTION/ ARTICLE VIOLATED 3.03 Policy against Harassment

DATE August 25, 2021

STATEMENT OF COMPLAINT (The action or situation about which you have a dispute or difference. Be specific! Give names, dates, locations, etc.)

~~See attached:~~

YOUR SUGGESTED SOLUTION

EMPLOYEE'S SIGNATURE



DATE COMPLAINT PRESENTED/RECEIVED BY SUPERVISOR

August 25, 2021

WAS THIS PROBLEM DISCUSSED WITH IMMEDIATE SUPERVISOR PRIOR TO FILING THIS FORMAL COMPLAINT FORM? YES \_\_\_ NO  DATE \_\_\_

NOTE TO EMPLOYEE: Submit all material you feel supports your complaint for consideration by the supervisor. Keep a copy of this form and all documents for your personal record.

**COMPLAINT FORM (October 2010)**

**OPR: Human Resources**

**APPENDIX 17-1 September 2014**



**CITY OF LAKE CITY  
COMPLAINT PROCESSING  
(Page 2)**

**TO BE COMPLETED BY IMMEDIATE SUPERVISOR**

RECEIVING SUPERVISOR'S SIGNATURE Sgt. Jason Bond  
DATE Complaint received August 22, 2011

RECEIVED AND RECORDED IN THE HUMAN RESOURCES OFFICE:  
Date/Time Complaint Received: Calvin Sreed By: 3:05 pm

Did you review this complaint with the above employee? ( ) YES (X) NO  
Immediate Supervisor's Response Employee involved works for  
other department within city.

Employee's Signature Acknowledging Response [Signature] 348

DATE Employee Received Response \_\_\_\_\_

Complaint is settled \_\_\_\_\_ DATE \_\_\_\_\_  
(Employee's Signature)

**Complaint is unsettled and I wish to appeal to STEP II.**

Employee's Signature [Signature] 348 DATE 8-26-11 by 8/26/11

**TO BE COMPLETED BY DEPARTMENT DIRECTOR**

**STEP II**

RECEIVING DEPARTMENT DIRECTOR'S SIGNATURE Chris D. Ginnore

DATE Complaint Received 8/24/11 DATE of Step II Conference N/A

DATE Employee Advised of Conference \_\_\_\_\_

Department Director's Response N/A

Department Director's Signature [Signature]  
DATE \_\_\_\_\_

Employee's Signature Acknowledging Response \_\_\_\_\_

DATE Employee Received Answer \_\_\_\_\_

Complaint is settled \_\_\_\_\_ DATE \_\_\_\_\_  
(Employee's Signature)

**CITY OF LAKE CITY  
COMPLAINT PROCESSING  
(Page 3)**

**Complaint is unsettled and I wish to appeal to STEP III.**

DATE \_\_\_\_\_

\_\_\_\_\_  
(Employee's Signature)

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**STEP III**

**TO BE COMPLETED BY CITY MANAGER**

DATE complaint received \_\_\_\_\_  
DATE complaint reviewed \_\_\_\_\_  
Employee granted meeting with City Manager? (YES) (NO) If yes, DATE \_\_\_\_\_  
DATE Employee advised of meeting \_\_\_\_\_ (if applicable)  
Employee granted Ad Hoc Committee review? (YES) (NO) If yes, DATE \_\_\_\_\_  
DATE Employee advised of Committee meeting \_\_\_\_\_ (if applicable)

**STEP IV**

**TO BE COMPLETED BY AD HOC COMMITTEE  
RECOMMENDATION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMITTEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY MANAGER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RECEIVED BY EMPLOYEE \_\_\_\_\_ DATE \_\_\_\_\_  
(Employee's Signature)

In October of 2020, the Lake City Police Department began the process of upgrading from Uniform Crime Reporting (UCR) to Florida Incident Based Reporting System (FIBRS) as required by the Federal Bureau of Investigations (FBI) to track crime rates for Lake City.

During the upgrade, SmartCOP, our provider for Records Management Software, had trainers on-site to train officers and other users on these changes. During the training event I attended, along with Assistant Chief Butler and several other officers and supervisors, the trainer, Vicki Floyd, Project Manager/Training Specialist for SmartCOP, asked several questions concerning the configuration of the software. Justin Tesh with the City of Lake City Information Technology (IT) was also present and could not answer the questions asked. Assistant Chief Butler asked me if I knew the answers. My answer for most of the questions was the same, "IT will not allow the agency to configure the software to best suit the agency's needs." In several instances, IT had made the decision not to use certain available options in the software without ever consulting anyone within the police department. It was also discovered by Ms. Floyd that when archiving former officers, IT was not returning those officers' issued numbers causing issues with internal audits for citation tracking as well as with the Department of Highway Safety and Motor Vehicles who issue all traffic citation numbers for the state.

During my prior work at other law enforcement agencies, I was the network administrator for the Baker County Sheriff's Office for over 10 years. I have been associated with SmartCOP and considered an agency power user and trainer since 1998. I have also been named a Subject Matter Expert for Computers and Software in Law Enforcement by Florida Department of Law Enforcement (FDLE) and assisted the Criminal Justice Standards and Training Commission with the writing and implementation of a Career Development Course on the subject. I have assisted many agencies in Northeast Florida with the implementation and configuration of SmartCOP as well as the training of users including the Clay, Bradford, Union, and Hamilton County Sheriff's Offices and the Florida Highway Patrol.

After the training class in October, Assistant Chief Butler asked what access would be needed for me to configure SmartCOP for the needs of the agency. I advised Assistant Chief Butler that a power user role is always established and can be named whatever you choose. IT had created this role and named it "Administrator". Assistant Chief Butler instructed IT, via a Helpdesk ticket, to change my role in SmartCOP to the aforementioned Administrator role. Assistant Chief Butler then tasked me with evaluating the current configuration of SmartCOP and make recommendations for changes and the reason why.

After the Helpdesk ticket was submitted requesting the role change, Preston O'Steen, Information Technology System Specialist, attempted to limit my access by creating a new role. His reasoning was that, having the access given by the administrator role, I had access to every user account and personnel information and I should not have access to such information. The Local Agency Security Officer (LASO) for the Lake City Police Department is tasked by a User Agreement with FDLE with protecting and limiting access to Criminal Justice Information within the department and upon our computer networks including the approval for adding and removing of all users. The Accreditation Manager for the Lake City Police Department is tasked by policy to maintain Emergency Contact information for all sworn officers of the department. I have been the LASO and Accreditation Manager for the agency since 2019.

Before making any configuration changes in SmartCOP, the changes were discussed with Assistant Chief Butler. I would explain the reason for the needed change and what the effects of the change would be on the system and for the end user. After the first few changes, it was determined that the changes

were not happening on the officer's laptop computers in their cars. The officer's laptops reach the SmartCOP server via remote access and are not constantly connected to the SmartCOP Server. After research and testing by myself and SmartCOP engineers, we determined the software application used to push updates that are made to the SmartCOP server to the remote laptops had been turned off. SmartCOP requires the update application to run twice each day to ensure that changes made to the SmartCOP server are pushed to the officer's laptops. When I asked IT why the application had been turned off, the response was "they felt it only needed to be run monthly or when they had time." The application was configured, per SmartCOP's recommendation, and doing so solved many of the issues officers were having when attempting to complete reports on the laptops.

In December of 2020, I began to configure some of the applications the agency had been paying for many years but had not been configured by IT nor discussed the possible use of with anyone at the police department. One of the applications that was not configured or being used was the Activity Log for officers. After setting the configuration and testing it for several hours, I found no issues with the application. Only after speaking with a dispatcher did I discover that it had caused an unknown issue with the dispatcher being able to show an officer on duty and available for calls when coming on duty. The dispatchers I had been working with earlier in the day had gone home and a new shift had taken over, and they were unaware of my testing applications in SmartCOP. When they discovered the issue, they contacted the on-call IT person, Preston O'Steen, who was unable to recognize the simple fix and forwarded the issue to SmartCOP's helpdesk. Preston O'Steen sent an email to Mandy Rand, IT Director, and Assistant Chief Butler describing my actions as "breaking the system". The system was fully functional. When placing an officer on duty it only required the dispatcher to answer a separate question that they had not been made aware of. Preston O'Steen's lack of experience within the application forced him to contact SmartCOP for the solution when he should have consulted with me.

I have had many discussions with Justin Tesh over different SmartCOP issues and his not understanding the hierarchy of law enforcement, or that some of the things we do are statutorily mandated to be done in specific ways in specific order, especially when dealing with property and evidence chain of custody. During the majority of these discussions Justin Tesh becomes visibly upset and escalates the conversation to a confrontation.

Many times, during the year 2021, SmartCOP has called me for clarity of problems forwarded to the SmartCOP helpdesk because the IT personnel submitting the problem could not properly describe the issue. This was due to their lack of understanding the application and what law enforcement task the officer was trying to accomplish. During one conversation when I was speaking with Juan Fraga, Director of Profession Services for SmartCOP, he requested Justin Tesh not be the contact for the Lake City Police Department based on his lack of understanding of SmartCOP software and needs of a police officer. Juan Fraga also had this conversation with Assistant Chief Butler and requested I be the only liaison between SmartCOP and the agency.

During this year, Justin Tesh and Preston O'Steen have made accusations against me stating I was changing configuration files or deleting data that in turn was causing the SmartCOP system to crash. Each time, Assistant Chief Butler has investigated these allegations by contacting SmartCOP and asking them to explain what caused the system crash or issue. Each time it was determined to be IT personnel who had caused the outage by changes they had made or by their lack of action in applying updates to the server and/or operating system in a timely manner. SmartCOP would apply an update to the

agency's SmartCOP software based on the assumption that all server and operating systems' recommended updates had been applied by the Network Administrators, IT, only to have the system crash because the updates had not been applied by IT.

On July 20, 2021, Preston O'Steen changed my SmartCOP role from administrator to Accreditation Manager. Doing so has restricted my ability to do my assigned tasks. I made Assistant Chief Butler aware of the change along with Chief of Police, Argatha Gilmore. Chief Gilmore requested that my role in SmartCOP be changed back to administrator to allow me to continue my assigned tasks and to conform to the Criminal Justice Information User Agreement between the Lake City Police Department (LCPD) and FDLE. Preston O'Steen's change of my role occurred on his last day of work for the City of Lake City as he had resigned. I feel the act was done as a personal attack on me. Justin Tesh refused Chief Gilmore's request and forwarded it to Interim City Manager Fields. Interim City Manager Fields upheld the refusal stating "There has been so many compromising issues with the activation of Burnsed's access to SmartCOP previously." When asked what the compromising issues were, City Manager Fields refused to elaborate. I feel she is basing her decision on IT's opinion that I had jeopardized Lake City's network by making unapproved changes and deleting data.

Over the last several weeks, phone conversations have occurred and emails have been exchanged between myself and members of FDLE who are tasked with CJIS and keeping agencies in compliance with the required Memorandums of Understanding (MOU) and User Agreements. On Friday, August 20, 2021, one such phone conference was conducted, with myself present in the room, between Chief Gilmore and Assistant Chief Butler on the phone was Susan Bortzfield, CJIS Northeast Service Area Manager, Harry Laine, CJIS Technology Auditor, Lewis Sloan, CJIS Compliance Supervisor, Danielle Terrell, Executive Director of the Commission for Florida Law Enforcement Accreditation (FCA) and Fred Koberlein, City Attorney for Lake City. The conversation focused on who should have control of software used by law enforcement agencies in Florida. Mr. Sloan stated the CJIS containing software is solely the responsibility of the law enforcement agency to manage. The network the software is shared on is the responsibility of IT for security and maintenance. IT should add and delete users to the network at the direction of the agency LASO who is tasked with insuring that all user abides by CJIS User Agreement and all MOUs. It is not required for the LASO to have administrative access to the network, only to have control of users by direction to IT. After the phone conference, City Attorney Koberlein sent an email to all involved parties that it was his legal opinion that my access to SmartCOP should be restored. Interim City Manager Fields still refused to change her decision. At no time have I been questioned by anyone from IT or Interim City Manager Fields concerning any of the allegations levied against me.

Based on the actions and accusations of Preston O'Steen and Justin Tesh, my reputation as a law enforcement officer has suffered irreversible damage among my peers, supervisors, and Interim City Manager Fields. This situation is placing me in a hostile work environment that has caused me undo stress and an increase in medical issues.



Addendum to my original Employee Complaint dated August 25, 2021

After being advised numerous times by the Chief of Police of the false accusations levied against me by IT staff, Interim City Manager Fields has taken no action to investigate the accusations herself. Interim City Manager Fields' action is prohibiting me from completing my assigned duties as a police officer, and as the Local Agency Security Officer for the Lake City Police Department. Interim City Manager Fields' lack of action has allowed further damage to my reputation and has placed me in a hostile work environment which is causing me undo stress and an increase in medical issues.

*Greg Burnsed*