
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

June 03, 2024 at 6:15 PM

Venue: City Hall

AGENDA

REVISED

Revised 6/3/2024: Meeting location and time changed due to elevator being out of service

Due to the elevator being out of service, this meeting will be held at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Pledge of Allegiance

Invocation - Mayor Stephen Witt

Roll Call

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

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

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

Proclamations - None

Approval of Agenda

Public Participation - Persons Wishing to Address Council

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

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

Approval of Consent Agenda

- [1.](#) Approval to award ITB No. 011-2024 Asphalt Annual Contract to Anderson Columbia, Co., Inc., the lowest bidder
- [2.](#) Approval to award ITB No. 013-2024 Annual Contract for Oaklawn and Memorial Cemetery Landscape and Maintenance Services to CARC, the lowest bidder, for \$56,700.00.
- [3.](#) City Council Resolution No. 2024-035 - A resolution of the City Council of the City of Lake City, Florida, extending the time period for a final development plan to be submitted by the applicant for a planned residential development of real property within the City; making findings of fact in support of such extension; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

4. Certified Municipal Clerk Presentation for Deputy City Clerk Michelle Cannon - Florida Association of City Clerks Northeast District Director LeAnne Williams, Deputy City Clerk City of Alachua

Old Business

Ordinances

Open Public Hearing

- [5.](#) City Council Ordinance No. 2024-2277 - (final reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 24-03, by the City of Lake City, relation to an amendment to the text of the Land Development Regulations; providing for amending Section 4.2 entitled Supplementary District Regulations by adding Section 4.2.15.16 entitled Offstreet Parking Requirements: for all zoning districts except C-CBD Commercial-Central Business District and Section 4.2.15.17 entitled Variance to above mentioned parking requirements; providing for amending Section 4.4.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.5.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.6.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.7.11 entitled Minimum

Offstreet Parking Requirements; providing for amending Section 4.8.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.9.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.10.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.11.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.12.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.13.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.15.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.16.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.17.11 entitled Minimum Offstreet Parking Requirements; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading on 5/6/2024

Close Public Hearing

Adopt City Council Ordinance No. 2024-2277 on final reading

Open Quasi - Judicial Hearing

6. City Council Ordinance No. 2024-2283 - (final reading) An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-01, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Low Density (less than or equal to 2 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing for an effective date. (Sugarmill Apartments Phase 2)

Passed on first reading on 5/6/2024

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

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

Clerk should take custody of exhibits.

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

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

Close Quasi - Judicial Hearing

Adopt City Council Ordinance No. 2024-2283 on final reading

Open Quasi - Judicial Hearing

- 7.** City Council Ordinance No. 2024-2282 - (final reading) An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-01, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (Sugarmill Apartments Phase 2)

Passed on first reading on 5/6/2024

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

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- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Close Quasi - Judicial Hearing

Adopt City Council Ordinance No. 2024-2282 on final reading

Open Quasi - Judicial Hearing

- 8.** City Council Ordinance No. 2024-2284 - (final reading) An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (JCP-VYP, LLC)

Passed on first reading on 5/20/2024

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

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

Clerk should take custody of exhibits.

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

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- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Close Quasi - Judicial Hearing

Adopt City Council Ordinance No. 2024-2284 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions - None

Other Items

- [9.](#) Discussion and Possible Action: City donation to Richardson Community Center for their 2024 Summer S.T.E.M. Camp in the amount of \$35,000.00 (100 campers x \$350 registration fee). (Council Member Chevella Young)

Departmental Administration

10. Discussion and Possible Action: Consider appointing up to three (3) of the following applicants to serve on the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency:

Dante Brown
Brenda Douglass
Dana Jernigan
Kendria Jones
Darian A. Mayo
Schara Wilson
John Woolum

Listed below are the three (3) vacant office/seats:

Office/Seat A - Term expiration: 10/31/2026

Office/Seat D - Term expiration: 10/31/2027

Office/Seat F - Term expiration: 10/31/2024

Comments by Council Members

Adjournment

YouTube Information

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

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. Approval to award ITB No. 011-2024 Asphalt Annual Contract to Anderson Columbia, Co., Inc., the lowest bidder

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Asphalt Contract

DEPT / OFFICE: Procurement/Public Works

Originator: Angel Bryant		
City Manager Dee Johnson	Department Director Steve Brown	Date 05/23/2024
Recommended Action: Request approval to accept the lowest bidder from ITB-011-2024 with Anderson Columbia Co. for annual contract for asphalt. (Consent Agenda)		
Summary Explanation & Background: ITB-011-2024 Annual Asphalt Contract was solicited from April 22,2024 to May 20, 2024. Two proposals were submitted, whereas Anderson Columbia Co. was the lowest bidder.		
Alternatives: Not accept bid.		
Source of Funds: 001.15.541-030.53		
Financial Impact:		
Exhibits Attached: ITB-011-2024 Solicitation, Bid Tabulation, Anderson Columbia Co. Proposal		

INVITATION TO BID
011-2024
ASPHALT ANNUAL CONTRACT (NON-EXCLUSIVE)

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

RELEASE DATE: April 22, 2024

DEADLINE FOR QUESTIONS: May 6, 2024

PROPOSAL SUBMISSION DEADLINE: May 20, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Lake City
INVITATION TO BID
Asphalt Annual Contract (NON-EXCLUSIVE)

I. Introduction.....

II. Instruction To Bidders.....

III. Scope of Work and Related Requirements.....

IV. General Terms and Conditions.....

V. Pricing Proposal

VI. Vendor Questionnaire.....

1. Introduction

1.1. Summary

INVITATION TO BID

011-2024

Sealed bids will be accepted by the City of Lake City, Florida until Monday, May 20, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 PM in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Asphalt Annual Contract (NON-EXCLUSIVE)

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, May 6, 2024 at 2:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

The City of Lake City is requesting bids for the continuous furnishing of asphalt supplies, resurfacing, paving and patchwork. The intent is to establish a contract for an annual term of one (1) year with the option to renew with two (2) one (1) year renewals. No work is guaranteed by the city this will be on an as needed basis. This is a non exclusive contract. The City reserves the right to utilize other contracts for the purpose of furnishing of asphalt supplies, resurfacing, paving and patchwork.

1.3. [Contact Information](#)

Project Contact:

Angel Bryant

Procurement Clerk

205 N Marion Ave

Lake City, FL 32055

Email: bryanta@lcfla.com

Phone: [\(386\) 715-5818](tel:(386)715-5818)

Procurement Contact:

Brenda Karr

Procurement Director

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

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

Department:

Procurement

1.4. [Timeline](#)

Release Project Date	April 22, 2024
Question Submission Deadline	May 6, 2024, 2:00pm
Question Response Deadline	May 13, 2024, 2:00pm
Proposal Submission Deadline	May 20, 2024, 2:00pm
Contractor Selection Date	June 3, 2024

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for The City of Lake City is looking to enter into an annual contract for the purpose of acquiring asphalt for projects and site work. .

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

2.2. Pre-Bid Meeting

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

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Monday, May 20, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, May 13, 2024 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

3. Scope of Work and Related Requirements

3.1. Purpose

The City of Lake City is requesting bids for the continuous furnishing of asphalt supplies, resurfacing, paving and patchwork. The intent is to establish a contract for an annual term of one (1) year with the option to renew with two (2) one (1) year renewals. No work is guaranteed by the city this will be on an as needed basis. This is a non exclusive contract. The City reserves the right to utilize other contracts for the purpose of furnishing of asphalt supplies, resurfacing, paving and patchwork.

3.2. Scope

The supplier must furnish to the City of Lake City asphalt for a one (1) year contract with an optional additional two (2) one (1) year contract renewals. Asphalt plant must be certified by FDOT (Florida Department of Transportation). All materials must meet or exceed FDOT specifications (latest edition) that are applicable. All manholes, water valves, and gas valves must be raised to surface level. The City reserves the right to use other asphalt vendors as needed.

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.

3.4. Total Cost

Cost must be lump sum, any additional charges such as mobilization fees, etc. must be included in total cost. Any costs not specified by the pricing table in the awarded contract will be specified as miscellaneous non bid items and the City reserves the right to request unit cost for each miscellaneous non bid item.

3.5. Protection of Property/Property Conditions

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

3.6. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.7. Safety

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

3.8. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

3.9. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is

not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.

- C. Contractor shall assign an “on-duty” supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City’s buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.10. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

3.11. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.12. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.13. Quantity

- 1. Approximately 1,000 tons of asphalt may be used during the contract year.
- 2. Approximately 250 gallons of tack coating may be used during the contract year.

3.14. Delivery

Delivery will be F.O.B. asphalt plant for SP 12.5mm/TL-B and SP 18mm/TL-C. F.O.B. destination freight prepaid for SP 9.5mm/TL-B within five (5) five working days of date of order.

4. General Terms and Conditions

4.1. Definitions

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

4.2. Qualifications of Respondents

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

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

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. Bidder Eligibility

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

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

4.7. Cancellation of Solicitation

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

4.8. Changing of Forms

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

4.9. Tax Exempt

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

4.15. Execution of Contract

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

4.16. Interpretation of Contract Documents

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

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

4.17. Liability

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

4.18. Notice to Proceed

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

4.19. Price Bid

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

4.20. Protests

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

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

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

4.23. Insurance

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

4.24. Indemnity

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

4.25. Liquidated Damages

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

4.26. Schedule

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

- B. The successful Contractor must complete all work within 365 calendar days after delivery of equipment.

4.27. Special Conditions

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

4.28. Payment

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

4.29. Or Equal

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

4.30. Experience/References

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

4.31. Change Orders

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

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

4.32. Addendum

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

4.33. Required Documents

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

4.34. Employment Eligibility Verification (E-Verify)

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

4.35. Payment And Performance Bonds

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

4.36. Additional Information

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

5. Pricing Proposal

MATERIALS FOR PICKUP BY CITY - ASPHALT PLANT F.O.B

(NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON		
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON		
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON		
5	MILLING	1	TON		
TOTAL					

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON		
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON		
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON		
TOTAL					

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON		
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON		
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON		
TOTAL					

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON		
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON		
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON		
TOTAL					

ITEM V: TACK COATING (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	TACK COATING	1	GAL		
TOTAL					

ITEM VI: MILLING COST (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MILLING	1	SQ YARD		
TOTAL					

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES	1	EACH		
TOTAL					

FINISHING LIMEROCK BASE

(no minimum)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Finishing Limerock Base	1	SQ YARD		
TOTAL					

6. Vendor Questionnaire

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 011-2024 described as Asphalt Annual Contract (NON-EXCLUSIVE).
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

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

Select all that apply

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

6.7. Disputes Disclosure Form - Explanation*

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

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

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

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

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

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

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

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
011-2024, Asphalt Annual Contract (NON-EXCLUSIVE);
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

011-2024-Asphalt Annual Contract (NON-EXCLUSIVE)

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

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

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

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

Please confirm

*Response required

6.12. Bidder's Checklist*

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

Please confirm

*Response required

6.13. Clarifications and Exceptions*

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

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with 011-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

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

Select all that apply

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final

order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.14.4. *Required Documents*

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

6.14.5. *Describe Action Taken*

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



EVALUATION TABULATION
 ITB No. 011-2024
Asphalt Annual Contract (NON-EXCLUSIVE)
 RESPONSE DEADLINE: May 20, 2024 at 2:00 pm
 Report Generated: Tuesday, May 28, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Anderson Columbia Co., Inc.	\$3,868.00
FLORIDA FILL GRADING	\$4,088.00

MATERIALS FOR PICKUP BY CITY - ASPHALT PLANT F.O.B

(NO MINIMUM)

Materials for Pickup By City - ASPHALT PLANT F.O.B					Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
	1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$120.00	\$120.00	\$0.00	\$0.00
	2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$120.00	\$120.00	\$0.00	\$0.00
	3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$120.00	\$120.00	\$0.00	\$0.00
	5	MILLING	1	TON	\$120.00	\$120.00	\$0.00	\$0.00
Total						\$0.00		\$0.00

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

EVALUATION TABULATION

ITB No. 011-2024

Asphalt Annual Contract (NON-EXCLUSIVE)

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)					Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$390.00	\$390.00	\$200.00	\$200.00
X	2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$390.00	\$390.00	\$200.00	\$200.00
X	3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$390.00	\$390.00	\$220.00	\$220.00
Total						\$1,170.00		\$620.00

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)					Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$290.00	\$290.00	\$200.00	\$200.00
X	2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$290.00	\$290.00	\$200.00	\$200.00
X	3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$290.00	\$290.00	\$220.00	\$220.00
Total						\$870.00		\$620.00

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

EVALUATION TABULATION

ITB No. 011-2024

Asphalt Annual Contract (NON-EXCLUSIVE)

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)						Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$265.00	\$265.00	\$200.00	\$200.00	
X	2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$265.00	\$265.00	\$200.00	\$200.00	
X	3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$265.00	\$265.00	\$220.00	\$220.00	
Total							\$795.00	\$620.00	

ITEM V: TACK COATING (NO MINIMUM)

ITEM V: TACK COATING (NO MINIMUM)						Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	1	TACK COATING	1	GAL	\$12.00	\$12.00	\$10.00	\$10.00	
Total							\$12.00	\$10.00	

ITEM VI: MILLING COST (NO MINIMUM)

ITEM VI: MILLING COST (NO MINIMUM)						Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	
X	1	MILLING	1	SQ YARD	\$15.00	\$15.00	\$6.00	\$6.00	
Total							\$15.00	\$6.00	

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

EVALUATION TABULATION

Invitation to Bid - Asphalt Annual Contract (NON-EXCLUSIVE)

EVALUATION TABULATION
 ITB No. 011-2024
 Asphalt Annual Contract (NON-EXCLUSIVE)

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES					Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES	1	EACH	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00
Total						\$1,000.00		\$2,200.00

FINISHING LIMEROCK BASE

(no minimum)

Finishing Limerock Base					Anderson Columbia Co., Inc.		FLORIDA FILL GRADING	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Finishing Limerock Base	1	SQ YARD	\$6.00	\$6.00	\$12.00	\$12.00
Total						\$6.00		\$12.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Anderson Columbia Co., Inc.	FLORIDA FILL GRADING
References	Pass	Pass
Title and Organization	Pass	Pass
Local Office	Pass	Pass
Principal Office	Pass	Pass
Conflict of Interest Statement	Pass	Pass
Disputes Disclosure Form	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass

EVALUATION TABULATION
 ITB No. 011-2024
 Asphalt Annual Contract (NON-EXCLUSIVE)

Question Title	Anderson Columbia Co., Inc.	FLORIDA FILL GRADING
Disputes Disclosure Form - Acknowledgement	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass
Non-Collusion Affidavit	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass
Bidder's Checklist	Pass	Pass
Clarifications and Exceptions	Pass	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes		
Federal Identification No. (FEID)	Pass	Pass
Acknowledgments	Pass	Pass
Please indicate which statement applies.	Pass	Pass
Required Documents	No Response	No Response
Describe Action Taken	No Response	Pass



[ANDERSON COLUMBIA CO., INC.] RESPONSE DOCUMENT REPORT

ITB No. 011-2024

Asphalt Annual Contract (NON-EXCLUSIVE)

RESPONSE DEADLINE: May 20, 2024 at 2:00 pm

Report Generated: Wednesday, May 29, 2024

Anderson Columbia Co., Inc. Response

CONTACT INFORMATION

Company:

Anderson Columbia Co., Inc.

Email:

amanda.adams@andersoncolumbia.com

Contact:

Amanda Adams

Address:

871 NW Guerdon St
Lake City, FL 32055

Phone:

N/A

Website:

N/A

Submission Date:

May 16, 2024 11:25 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

Pass

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

1.

Company Name: HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 207 NE FIRST STREET, JASPER FL. 32052

Business Phone #: 386.792.6639

Contact Person: LOUIE GOODIN

Email:

Length of time services provided: 35 Years

2.

Company Name: DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 214 NE HIGHWAY 351, CROSS CITY, FL. 32628

Business Phone #: 352.498.3468

Contact Person: DUANE CANNON

Email:

Length of time services provided: 35 Years

3.

Company Name: BAKER COUNTY BOARD OF COUNTY COMMISSIONERS

Address: 55 NORTH THIRD ST. MACCLENNY, FL. 32063

Business Phone #: 904.275.2123

Contact Person: CHRIS LEE

Email:

Length of time services provided: 35 Years

2. Title and Organization*

Pass

Please provide your title and organization's name.

Contract Administrator, Amanda Adams

3. Local Office*

Pass

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

871 NW Guerdon St.

Lake City, FL. 32056

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Lake City, Florida.

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 011-2024 described as Asphalt Annual Contract (NON-EXCLUSIVE).
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

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

Confirmed

6. Disputes Disclosure Form*

Pass

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

None

7. Disputes Disclosure Form - Explanation*

Pass

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

N/A

8. Disputes Disclosure Form - Acknowledgement*

Pass

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

Confirmed

9. Drug Free Workplace Certificate*

Pass

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

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

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

Confirmed

10. Non-Collusion Affidavit*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
011-2024, Asphalt Annual Contract (NON-EXCLUSIVE);
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

11. E-Verify Affirmation Statement*

Pass

011-2024-Asphalt Annual Contract (NON-EXCLUSIVE)

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

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

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

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

Confirmed

12. Bidder's Checklist*

Pass

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

Confirmed

13. Clarifications and Exceptions*

Pass

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

N/A

14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

FEDERAL IDENTIFICATION NO. (FEID)*

Pass

Please provide your FEIN number here.

59-2871935

ACKNOWLEDGMENTS*

Pass

- A. This sworn statement is submitted with 011-2024.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids

or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

PLEASE INDICATE WHICH STATEMENT APPLIES.*

Pass

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

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

REQUIRED DOCUMENTS

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

No response submitted

DESCRIBE ACTION TAKEN

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

No response submitted

PRICE TABLES

MATERIALS FOR PICKUP BY CITY - ASPHALT PLANT F.O.B

(NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$120.00	\$120.00
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$120.00	\$120.00
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$120.00	\$120.00
5	MILLING	1	TON	\$120.00	\$120.00
TOTAL					\$480.00

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$390.00	\$390.00
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$390.00	\$390.00
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$390.00	\$390.00
TOTAL					\$1,170.00

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$290.00	\$290.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$290.00	\$290.00
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$290.00	\$290.00
TOTAL					\$870.00

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Asphaltic Concrete SP 12.5 Traffic Level-B	1	TON	\$265.00	\$265.00
2	Asphaltic Concrete SP 9.5 Traffic Level-B	1	TON	\$265.00	\$265.00
3	Asphaltic Concrete SP 19 Traffic Level C	1	TON	\$265.00	\$265.00
TOTAL					\$795.00

ITEM V: TACK COATING (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	TACK COATING	1	GAL	\$12.00	\$12.00
TOTAL					\$12.00

ITEM VI: MILLING COST (NO MINIMUM)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	MILLING	1	SQ YARD	\$15.00	\$15.00
TOTAL					\$15.00

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES	1	EACH	\$1,000.00	\$1,000.00
TOTAL					\$1,000.00

FINISHING LIMEROCK BASE
 (no minimum)

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Finishing Limerock Base	1	SQ YARD	\$6.00	\$6.00
TOTAL					\$6.00

File Attachments for Item:

2. Approval to award ITB No. 013-2024 Annual Contract for Oaklawn and Memorial Cemetery Landscape and Maintenance Services to CARC, the lowest bidder, for \$56,700.00.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Contract for Oaklawn and Memorial Cemetery Landscape and Maintenance Services

DEPT / OFFICE: Procurement / Public Works

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Steve Brown	Date 5/29/2024
Recommended Action: Request approval to accept lowest bidder from ITB-013-2024 with CARC for Annual Contract for Oaklawn and Memorial Cemetery Landscape and Maintenance Services. (Consent Agenda)		
Summary Explanation & Background: This will be considered a budgeted line item for Public Works for FY2025. ITB was posted on 4/19/24 -5/17/2024. Only proposals were accepted from bidders that attended the pre-proposal mandatory meeting. Three proposals were submitted, whereas CARC Advocates for Citizens with Disabilities, Inc. was the lowest bidder.		
Alternatives: Not accept bid.		
Source of Funds: Budgeted in: 001.15.541-030.34 (FY2025)		
Financial Impact: \$56,700.00		
Exhibits Attached: ITB-013-2024 Solicitation, Pre-Proposal Sign-In Sheet, Bid Tabulation, CARC Proposal		

ITB-013-2024

Bid Title: Annual Contract for Oaklawn & Memorial Cemetery Landscape & Maintenance



Date & Time: April 26, 2024 @ 10:00 am

Location: 1ST LOCATION: 361 NW Lake Jeffery Rd., Lake City 32055 2ND LOCATION: Oaklawn Cemetery 402 NW Irma Ave., Lake City FL 32055

Name (Print/Signature)	Department/Title	Phone #	Email Address
Brenda Karr	Director of Procurement	386-758-5407	karrb@lcfla.com
Steve Brown	Executive Director of Utilities	386-758-5405	browns@lcfla.com
Angel Bryant	Procurement Analyst	386-719-5818	bryanta@lcfla.com
Chauncey Brown	C.D.B. Cleaning	352 682 3200	brownchauncey32@yahoo.com
Stephen Bailey	CARC	386-752-1880	sbailey@lakecity-ecc.com
Jeff Tyve	Creative Concepts	386 623 1610	jeff.tyve1970@gmail.com
Wanda Owea Sheppard	GARDEN OF REST CEMETERY	386 628 5114	SHEPPARD FM@DARC.COM
Silvester Warren III		386-628-7152	

brownchauncey32@yahoo.com

INVITATION TO BID

013-2024

ANNUAL CONTRACT FOR OAKLAWN AND MEMORIAL CEMETERY
LANDSCAPE AND MAINTENANCE SERVICES

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

RELEASE DATE: April 19, 2024

DEADLINE FOR QUESTIONS: May 3, 2024

PROPOSAL SUBMISSION DEADLINE: May 17, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY or SEALED BID TO:

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

OR

CITY HALL 205N Marion Ave Lake City FL 32055

City of Lake City
INVITATION TO BID
Annual Contract For Oaklawn And Memorial Cemetery Landscape And
Maintenance Services

I. Introduction

II. Scope of Work and Related Requirements

III. Instruction To Bidders

IV. Pricing Proposal.....

V. Vendor Questionnaire

VI. General Terms and Conditions

1. Introduction

1.1. Summary

INVITATION TO BID

013-2024

Sealed bids will be accepted by the City of Lake City, Florida until Friday, May 17, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the Procurement office located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers that may alter the scope of work will be answered in the form of addenda. Any addenda must be acknowledged through the City's e-Procurement Portal. The deadline for receiving questions is Friday, May 3, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

This solicitation is for an Annual Contract for landscape and maintenance services for two (2) cemeteries-Oaklawn and Memorial for a one (1) year period with an option to renew for two (2) additional one (1) year periods.

1.3. [Contact Information](#)

Project Contact:

Brown Steve

Executive Director of Utilities

590 SW Arlington

Lake City, FL 32055

Email: browns@lcfla.com

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

Procurement Contact:

Brenda Karr

Procurement Director

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

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

Department:

Procurement

1.4. Timeline

Release Project Date	April 19, 2024
Pre-Proposal Meeting (-Mandatory)	April 26, 2024, 10:00am 1st location: Memorial Cemetery @ 361-443 NW Lake Jeffery Rd, Lake City, FL 32055 2nd location: Oaklawn Cemetery @ 201-399 NW Matthew St, Lake City, FL 32055
Question Submission Deadline	May 3, 2024, 4:00pm
Question Response Deadline	May 10, 2024, 4:00pm
Proposal Submission Deadline	May 17, 2024, 2:00pm
Contractor Selection Date	June 3, 2024

2. Scope of Work and Related Requirements

2.1. General Scope of Work

Landscape and Maintenance Services for Oaklawn and Memorial Cemetery.

2.2. Specifications

A. Supply all labor and materials necessary to provide compliance with Florida Department of Transportation maintenance of traffic (MOT) practices.

~~B. Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries once a month. In addition, the cemeteries will be cleared of all garbage and debris at least once monthly and the contractor will dispose of such garbage.~~ Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries bi-weekly during the peak season of April through October and monthly from November to April. In addition, the cemeteries will be cleared of all garbage and debris and the contractor will dispose of such waste at the time of work being done.

C. If repairs are necessary, contact Steve Brown at (386)758-5401 or browns@lcfla.com for authorization to make repairs.

D. Permits and licenses of any nature, necessary for any work, shall be secured and paid for by the contractor.

E. All work shall be done to the complete satisfaction of the City of Lake City and following all municipal, county, state, federal, and local laws, ordinances, and regulations applicable to said work.

F. The awarded contractor will be required to comply with and to adhere all safety standards and guidelines outlined by the Florida Department of Transportation and the City of Lake City.

2.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

2.4. Protection of Property/Property Conditions

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

2.5. Safety

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

2.6. Employees

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

2.7. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

2.8. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

2.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

2.10. Traffic Control

Compliance with Florida Department of Transportation maintenance of traffic (MOT) practices.

2.11. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3. Instruction To Bidders

3.1. Overview

The City of Lake City is accepting bids for Landscape and maintenance services for Oaklawn Cemetery and Memorial Cemetery..

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

3.2. Pre-Bid Meeting

Non-mandatory Pre-bid will be held on Friday, April 26, 2024 on site located at 1st location: Memorial Cemetery @ 361-443 NW Lake Jeffery Rd, Lake City, FL 32055 2nd location: Oaklawn Cemetery @ 201-399 NW Matthew St, Lake City, FL 32055 at 10:00 am. Bidders are highly encouraged to attend.

3.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Friday, May 24, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

3.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, May 10, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

3.5. Addenda

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

3.6. Contents of Solicitation and Bidders Responsibilities

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

4. Pricing Proposal

ANNUAL CONTRACT FOR OAKLAWN AND MEMORIAL CEMETERY LANDSCAPE AND MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Oaklawn Cemetery Landscape and Maintenance Services	1	Annual	\$25,200.00	\$25,200.00
2	Memorial Cemetery Landscape and Maintenance Services	1	Annual	\$31,500.00	\$31,500.00
TOTAL	\$56,700.00				

5. Vendor Questionnaire

5.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

Respect of Florida
1113 E Tennessee St
Tallahassee, FL 32308
850-942-3551
Thomas Strong
tstrong@repectofflorida.org
15+ years

Gateway-Forest Lawn Funeral Home
3596 S US Hwy 441
Lake City, FL 32025
386-752-1954
Amy Guerry
n/a
9 years

Bethel Methodist Church and Cemetery
4843 S US Hwy 441
Lake City, FL 32025
386-755-1353
Chuck Denmark
[n/a](#)
17 years

*Response required

5.2. Title and Organization*

Please provide your title and organization's name.

Stephen E. Bailey

CARC-Advocates for Citizens with Disabilities, Inc.

*Response required

5.3. Local Office*

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

Lake City, Florida

*Response required

5.4. Principal Office*

Please provide the city and state for your Principal Office.

Lake City, Florida

*Response required

5.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 013-2024 described as Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

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

Please confirm

*Response required

5.6. [Disputes Disclosure Form*](#)

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

Select all that apply

- Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

5.7. [Disputes Disclosure Form - Explanation*](#)

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

N/A

*Response required

5.8. [Disputes Disclosure Form - Acknowledgement*](#)

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

Please confirm

*Response required

5.9. Drug Free Workplace Certificate*

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

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

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

Please confirm

*Response required

5.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2024, Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services;

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

Please confirm

*Response required

5.11. E-Verify Affirmation Statement*

013-2024-Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services

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

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

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

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

Please confirm

*Response required

5.12. Bidder's Checklist*

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

Please confirm

*Response required

5.13. Clarifications and Exceptions*

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

N/A

*Response required

5.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

5.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

59-1540794

*Response required

5.14.2. Acknowledgments*

- A. This sworn statement is submitted with 013-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Please confirm

*Response required

5.14.3. *Please indicate which statement applies.**

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

Select all that apply

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

5.14.4. *Required Documents*

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

5.14.5. *Describe Action Taken*

Invitation to Bid #013-2024

Title: Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services

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

6. General Terms and Conditions

6.1. Definitions

1.1. **Addendum:** A written change to a Solicitation.

1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.

1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.

1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.

1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.

1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

1.5. **Contractor:**The vendor to whom award has been made.

1.6. **City:** Shall refer to City of Lake City, Florida.

1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.

1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.

1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

1.10. **Owner:** Shall refer to City of Lake City, Florida.

1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.

1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

6.2. Qualifications of Respondents

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

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

6.3. Award

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

6.4. Assignment

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

6.5. Basis for Bidding

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

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

6.6. Bidder Eligibility

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

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

6.7. Cancellation of Solicitation

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

6.8. Changing of Forms

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

6.9. Tax Exempt

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

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

6.10. Collusion Among Firms

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

6.11. Conflict of Interest

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

6.12. Conflicts within the Solicitation

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

6.13. Continuation of Work

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

6.14. Cost of Preparing Bid Response

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

6.15. Execution of Contract

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

6.16. Interpretation of Contract Documents

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

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

6.17. Liability

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

6.18. Notice to Proceed

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

6.19. Price Bid

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

6.20. Protests

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

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

6.21. Public Entity Crime

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

6.22. Public Record

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

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

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

6.23. Insurance

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

6.24. Indemnity

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

6.25. Liquidated Damages

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

6.26. Schedule

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

- B. The successful Contractor must complete all work within 365 calendar days after delivery of equipment.

6.27. Special Conditions

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

6.28. Payment

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

6.29. Or Equal

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

6.30. Experience/References

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

6.31. Change Orders

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

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

6.32. Addendum

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

6.33. Required Documents

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

6.34. Employment Eligibility Verification (E-Verify)

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

6.35. Payment And Performance Bonds

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

6.36. Additional Information

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



ADDENDA REPORT
ITB No. 013-2024
Annual Contract For Oaklawn And Memorial Cemetery Landscape And
Maintenance Services

RESPONSE DEADLINE: May 17, 2024 at 2:00 pm

Friday, May 17, 2024

Addenda Issued:

Addendum #1

Apr 29, 2024 12:50 PM

Please see the changes below and acknowledge that you were notified of these changes.

Addenda Acknowledgements:

Addendum #1

Vendor	Confirmed	Confirmed At	Confirmed By
CARC-Advocates for Citizens with Disabilities, Inc.	5/17/2024		Stephen E. Bailey 

~~B. Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries once a month. In addition, the cemeteries will be cleared of all garbage and debris at least once monthly and the contractor will dispose of such garbage.~~ Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries bi-weekly during the peak season of April through October and monthly from November to April. In addition, the cemeteries will be cleared of all garbage and debris and the contractor will dispose of such waste at the time of work being done.



56E7ALUATION TABULATION

ITB No. 013-2024

Annual Contract for Oaklawn and Memorial Cemetery Landscape and Maintenance Services

RESPONSE DEADLINE: May 17, 2024 at 2:00 pm

Report Generated: Wednesday, May 29, 2024

SELECTED VENDOR TOTALS

Vendor	Total
CARC	\$56,700.00
CDB Cleaning	\$61,085.00
Creative Concept	\$80,000.00

PRICING TABLE

Selected	Line Item	Pricing Table			CARC		CDB Cleaning		Creative Concept	
		Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Oaklawn Cemetery Landscape and Maintenance Services	1	Annual	\$25,200.00	\$25,200.00	\$26,885.00	\$26,885.00	\$30,000.00	\$30,000.00
X	2	Memorial Cemetery Landscape and Maintenance Services	1	Annual	\$31,500.00	\$31,500.00	\$34,200.00	\$34,200.00	\$50,000.00	\$50,000.00
		Total				\$56,700.00		\$61,085.00		\$80,000.00

INVITATION TO BID

013-2024

ANNUAL CONTRACT FOR OAKLAWN AND MEMORIAL CEMETERY
LANDSCAPE AND MAINTENANCE SERVICES

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

RELEASE DATE: April 19, 2024

DEADLINE FOR QUESTIONS: May 3, 2024

PROPOSAL SUBMISSION DEADLINE: May 17, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY or SEALED BID TO:

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

OR

CITY HALL 205N Marion Ave Lake City FL 32055

City of Lake City
INVITATION TO BID
Annual Contract For Oaklawn And Memorial Cemetery Landscape And
Maintenance Services

I. Introduction.....

II. Scope of Work and Related Requirements.....

III. Instruction To Bidders.....

IV. Pricing Proposal

V. Vendor Questionnaire.....

VI. General Terms and Conditions.....

1. Introduction

1.1. Summary

INVITATION TO BID

013-2024

Sealed bids will be accepted by the City of Lake City, Florida until Friday, May 17, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the Procurement office located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers that may alter the scope of work will be answered in the form of addenda. Any addenda must be acknowledged through the City's e-Procurement Portal. The deadline for receiving questions is Friday, May 3, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

This solicitation is for an Annual Contract for landscape and maintenance services for two (2) cemeteries-Oaklawn and Memorial for a one (1) year period with an option to renew for two (2) additional one (1) year periods.

1.3. [Contact Information](#)

Project Contact:

Brown Steve

Executive Director of Utilities

590 SW Arlington

Lake City, FL 32055

Email: browns@lcfla.com

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

Procurement Contact:

Brenda Karr

Procurement Director

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

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

Department:

Procurement

1.4. [Timeline](#)

Release Project Date	April 19, 2024
Pre-Proposal Meeting (-Mandatory)	April 26, 2024, 10:00am 1st location: Memorial Cemetery @ 361-443 NW Lake Jeffery Rd, Lake City, FL 32055 2nd location: Oaklawn Cemetery @ 201-399 NW Matthew St, Lake City, FL 32055
Question Submission Deadline	May 3, 2024, 4:00pm
Question Response Deadline	May 10, 2024, 4:00pm
Proposal Submission Deadline	May 17, 2024, 2:00pm
Contractor Selection Date	June 3, 2024

2. Scope of Work and Related Requirements

2.1. General Scope of Work

Landscape and Maintenance Services for Oaklawn and Memorial Cemetery.

2.2. Specifications

A. Supply all labor and materials necessary to provide compliance with Florida Department of Transportation maintenance of traffic (MOT) practices.

~~B. Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries once a month. In addition, the cemeteries will be cleared of all garbage and debris at least once monthly and the contractor will dispose of such garbage.~~ Supply all labor and materials necessary to weed, trim, edge, and mow both cemeteries bi-weekly during the peak season of April through October and monthly from November to April. In addition, the cemeteries will be cleared of all garbage and debris and the contractor will dispose of such waste at the time of work being done.

C. If repairs are necessary, contact Steve Brown at (386)758-5401 or browns@lcfla.com for authorization to make repairs.

D. Permits and licenses of any nature, necessary for any work, shall be secured and paid for by the contractor.

E. All work shall be done to the complete satisfaction of the City of Lake City and following all municipal, county, state, federal, and local laws, ordinances, and regulations applicable to said work.

F. The awarded contractor will be required to comply with and to adhere all safety standards and guidelines outlined by the Florida Department of Transportation and the City of Lake City.

2.3. Permitting

The successful contractor shall be responsible for providing all required drawings and specifications required to obtain the appropriate building permits. Permit fees will be paid for by the contractor. The awarded bidder shall secure permits and arrange for inspections as required.

2.4. Protection of Property/Property Conditions

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

2.5. Safety

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

2.6. Employees

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

2.7. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

2.8. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

2.9. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

2.10. Traffic Control

Compliance with Florida Department of Transportation maintenance of traffic (MOT) practices.

2.11. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3. Instruction To Bidders

3.1. Overview

The City of Lake City is accepting bids for Landscape and maintenance services for Oaklawn Cemetery and Memorial Cemetery..

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

3.2. Pre-Bid Meeting

Non-mandatory Pre-bid will be held on Friday, April 26, 2024 on site located at 1st location: Memorial Cemetery @ 361-443 NW Lake Jeffery Rd, Lake City, FL 32055 2nd location: Oaklawn Cemetery @ 201-399 NW Matthew St, Lake City, FL 32055 at 10:00 am. Bidders are highly encouraged to attend.

3.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Friday, May 24, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

3.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Friday, May 10, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

3.5. Addenda

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

3.6. Contents of Solicitation and Bidders Responsibilities

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

4. Pricing Proposal

ANNUAL CONTRACT FOR OAKLAWN AND MEMORIAL CEMETERY LANDSCAPE AND MAINTENANCE SERVICES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Oaklawn Cemetery Landscape and Maintenance Services	1	Annual		
2	Memorial Cemetery Landscape and Maintenance Services	1	Annual		
TOTAL					

5. Vendor Questionnaire

5.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

5.2. Title and Organization*

Please provide your title and organization's name.

*Response required

5.3. Local Office*

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

*Response required

5.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

5.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 013-2024 described as Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Please confirm

*Response required

5.6. [Disputes Disclosure Form*](#)

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

Select all that apply

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

5.7. Disputes Disclosure Form - Explanation*

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

*Response required

5.8. Disputes Disclosure Form - Acknowledgement*

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

Please confirm

*Response required

5.9. Drug Free Workplace Certificate*

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

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

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

Please confirm

*Response required

5.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
013-2024, Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

5.11. E-Verify Affirmation Statement*

013-2024-Annual Contract For Oaklawn And Memorial Cemetery Landscape And Maintenance Services

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

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

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

Please confirm

*Response required

5.12. [Bidder's Checklist*](#)

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

Please confirm

*Response required

5.13. [Clarifications and Exceptions*](#)

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

*Response required

5.14. [Sworn Statement Under Section 287.133\(3\)\(n\), Florida Statutes on Public Entity Crimes](#)

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

Please provide your FEIN number here.

*Response required

5.14.2. [Acknowledgments*](#)

- A. This sworn statement is submitted with 013-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

Please confirm

*Response required

5.14.3. Please indicate which statement applies.*

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

Select all that apply

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final

order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

5.14.4. *Required Documents*

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

5.14.5. *Describe Action Taken*

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

6. General Terms and Conditions

6.1. Definitions

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

6.2. Qualifications of Respondents

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

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

6.3. Award

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

6.4. Assignment

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

6.5. Basis for Bidding

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

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

6.6. [Bidder Eligibility](#)

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

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

6.7. [Cancellation of Solicitation](#)

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

6.8. [Changing of Forms](#)

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

6.9. [Tax Exempt](#)

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

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

6.10. Collusion Among Firms

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

6.11. Conflict of Interest

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

6.12. Conflicts within the Solicitation

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

6.13. Continuation of Work

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

6.14. Cost of Preparing Bid Response

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

6.15. Execution of Contract

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

6.16. Interpretation of Contract Documents

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

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

6.17. Liability

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

6.18. Notice to Proceed

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

6.19. Price Bid

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

6.20. Protests

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

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

6.21. Public Entity Crime

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

6.22. Public Record

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

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

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

6.23. Insurance

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

6.24. Indemnity

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

6.25. Liquidated Damages

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

6.26. Schedule

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

- B. The successful Contractor must complete all work within 365 calendar days after delivery of equipment.

6.27. Special Conditions

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

6.28. Payment

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

6.29. Or Equal

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

6.30. Experience/References

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

6.31. Change Orders

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

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

6.32. Addendum

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

6.33. Required Documents

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

6.34. Employment Eligibility Verification (E-Verify)

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

6.35. Payment And Performance Bonds

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

6.36. Additional Information

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

File Attachments for Item:

3. City Council Resolution No. 2024-035 - A resolution of the City Council of the City of Lake City, Florida, extending the time period for a final development plan to be submitted by the applicant for a planned residential development of real property within the City; making findings of fact in support of such extension; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO. 2024-035

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA EXTENDING THE TIME PERIOD FOR A FINAL DEVELOPMENT PLAN TO BE SUBMITTED BY THE APPLICANT FOR A PLANNED RESIDENTIAL DEVELOPMENT OF REAL PROPERTY WITHIN THE CITY; MAKING FINDINGS OF FACT IN SUPPORT OF SUCH EXTENSION; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the trustee of John B. Hunter Revocable Trust (the "Applicant"), holds title to certain lands located in the City of Lake City, Florida (the "City"); and

WHEREAS, said lands owned by applicant are commonly identified by Columbia County tax parcel numbers 06-4S-17-08037-000, 06-4S-17-08110-098, 06-4S-17-08110-099, and 06-4S-17-08110-100 (the "Property"); and

WHEREAS, on May 15, 2023 the City Council approved an application by the Applicant to rezone the Property to Planned Residential Development (the "Application"); and

WHEREAS, Section 4.18.6.3 of the Land Development Regulations (the "LDRs") requires the Applicant to submit a Final Development Plan covering all or part of the approved Preliminary Development Plan within twelve (12) months following the date the City Council has approved the Preliminary Development Plan; and

WHEREAS, Section 4.18.6.3 of the LDRs permits the City Council to grant an additional twelve (12) months for the Applicant to submit a Final Development Plan to the City Council provided the Applicant requests such an extension during the twelve (12) month period following the City Council's initial approval of the Application; and

WHEREAS, pursuant to the LDRs the Applicant, through its agent, Dalton Kurtz, has submitted a request to the City Council for an additional twelve (12) months to submit a Final Development Plan to the City Council; and

WHEREAS, following the grant of the requested extension the deadline by which the Applicant shall submit the required Final Development Plan to the City Council shall be May 15, 2025; and

WHEREAS, the City Council finds that it is in the public interest and in the interests of the City to approve the Applicant's request for a twelve (12) month extension of the time period to submit a Final Development Plan for a Planned Residential Development applicable to the Property; now, therefore,

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

1. Approving the requested twelve (12) month extension of the time period for the Applicant to submit a Final Development Plan for a Planned Residential Development is in the public interest and in the interests of the City; and
2. In furtherance thereof, the City Council finds the Applicant requested the twelve (12) month extension of the time period to submit a Final Development Plan on or before May 15, 2024; determines the requested twelve (12) month extension of the time period for the Applicant to submit a Final

Development Plan for a Planned Residential Development should be and is approved by the City Council of the City of Lake City; and determines the Final Development Plan shall be submitted to the City Council on or before May 15, 2025 pursuant to Section 4.18.6.3 of the LDRs; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to any documents necessary to memorialize the twelve (12) month extension contemplated herein and approved hereby; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to any documents necessary to memorialize the twelve (12) month extension contemplated herein and approved hereby; and
6. If any part of this Resolution is determined to be void or is held to be illegal, invalid, or unconstitutional by a Court of competent jurisdiction, then the remainder of this Resolution shall remain in full force and effect and this Resolution shall nevertheless stand and be construed as if the illegal or invalid part or portion had not been included herein.
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Hon. Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

5. City Council Ordinance No. 2024-2277 - (final reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 24-03, by the City of Lake City, relation to an amendment to the text of the Land Development Regulations; providing for amending Section 4.2 entitled Supplementary District Regulations by adding Section 4.2.15.16 entitled Offstreet Parking Requirements: for all zoning districts except C-CBD Commercial-Central Business District and Section 4.2.15.17 entitled Variance to above mentioned parking requirements; providing for amending Section 4.4.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.5.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.6.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.7.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.8.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.9.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.10.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.11.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.12.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.13.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.15.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.16.11 entitled Minimum Offstreet Parking Requirements; providing for amending Section 4.17.11 entitled Minimum Offstreet Parking Requirements; providing severability; repealing all ordinances in conflict; and providing an effective date.

Passed on first reading on 5/6/2024

ORDINANCE NO. 2024-2277

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF
2 THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED,
3 PURSUANT TO AN APPLICATION, LDR 24-03, BY THE CITY OF LAKE CITY,
4 RELATION TO AN AMENDMENT TO THE TEXT OF THE LAND DEVELOPMENT
5 REGULATIONS; PROVIDING FOR AMENDING SECTION 4.2 ENTITLED
6 SUPPLEMENTARY DISTRICT REGULATIONS BY ADDING SECTION 4.2.15.16
7 ENTITLED OFFSTREET PARKING REQUIREMENTS: FOR ALL ZONING DISTRICTS
8 EXCEPT C-CBD COMMERCIAL-CENTRAL BUSINESS DISTRICT AND SECTION
9 4.2.15.17 ENTITLED VARIANCE TO ABOVE MENTIONED PARKING
10 REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.4.11 ENTITLED
11 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
12 AMENDING SECTION 4.5.11 ENTITLED MINIMUM OFFSTREET
13 PARKING REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.6.11
14 ENTITLED MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
15 AMENDING SECTION 4.7.11 ENTITLED MINIMUM OFFSTREET PARKING
16 REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.8.11 ENTITLED
17 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
18 AMENDING SECTION 4.9.11 ENTITLED MINIMUM OFFSTREET PARKING
19 REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.10.11 ENTITLED
20 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
21 AMENDING SECTION 4.11.11 ENTITLED MINIMUM OFFSTREET PARKING
22 REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.12.11 ENTITLED
23 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
24 AMENDING SECTION 4.13.11 ENTITLED MINIMUM OFFSTREET PARKING
25 REQUIREMENTS; PROVIDING FOR AMENDING SECTION 4.15.11 ENTITLED
26 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING FOR
27 AMENDING SECTION 4.16.11 ENTITLED MINIMUM OFFSTREET PARKING
28 REQUIREMENTS PROVIDING FOR AMENDING SECTION 4.17.11 ENTITLED
29 MINIMUM OFFSTREET PARKING REQUIREMENTS; PROVIDING SEVERABILITY;
30 REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE
31 DATE

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

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

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

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

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

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

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

59 **WHEREAS**, the City Council has determined and found that a need and justification exist for the approval
60 of said application for amendment, as described below; now therefore,

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

62 **SECTION 1. ARTICLE IV, SECTION 4.2, SUBSECTION 4.2.15, SUBSECTION 4.2.15.16 OF THE LAND**
63 **DEVELOPMENT REGULATIONS IS CREATED AS FOLLOWS:**

64 4.2.15.16 Offstreet Parking Requirements: For All Zoning Districts Except C-CBD
65 Commercial-Central Business District

<u>Amusement or assembly places containing fixed seats</u>	<u>1 space for each 3 fixed seats provided for patron use, plus 1space per employee</u>
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<u>Amusement or assembly places without fixed seats (go-cart tracts, mini-golf courses, driving ranges and other similar outdoor uses)</u>	<u>1 space per each 3 patrons, plus 1 space per each employee</u>
<u>Apartments of three (3) dwelling units or more (efficiencies and one-bedroom)</u>	<u>1½ spaces for each dwelling unit</u>
<u>Apartments of three (3) dwelling units or more (two (2) and three (3) bedrooms)</u>	<u>2 spaces for each dwelling unit</u>
<u>Auto dealerships</u>	<u>1 space per every three hundred (300) square feet of gross floor area including showroom, sales offices and general offices.</u>
<u>Big box development</u>	<u>4 spaces for each 1,000 square feet of gross floor area, but not to exceed 5 spaces for each 1,000 square feet</u>
<u>Boardinghouses, lodging houses, and rooming- houses and assisted living facilities (such as senior living facilities),including nursing homes</u>	<u>1 space for each 2 bedrooms</u>
<u>Clubs, lodges, fraternities</u>	<u>1 space for each bedroom, plus 1 space for each 5 members</u>

<p><u>Day care centers and kindergartens</u></p>	<p><u>1 space for each 10 children, plus with a pickup and drop-off area one space for each 10 children or without a pick-up or drop-off area one space for each 5 children.</u></p>
<p><u>General business establishments, such as hardware, furniture, appliance, jewelry, apparel stores, and all other general retail establishments of fifteen thousand (15,000) square feet gross floor area or less</u></p>	<p><u>1 space for each 300 square feet of gross floor area; provided, however, that no use shall have less than 3 spaces</u></p>
<p><u>Hospitals, sanitariums, foster group homes, and similar institutions</u></p>	<p><u>2 spaces for each bedroom and office building criteria</u></p>
<p><u>Hotels, motels, tourist courts</u></p>	<p><u>1 space for each 1½ rooms, plus 1 space for each employee, plus restaurant and retail sales criteria must be met when applicable</u></p>
<p><u>Industrial uses, manufacturing and warehousing</u></p>	<p><u>1 space for each bay, plus 1 space for each 1,000 square feet</u></p>
<p><u>Kennels and veterinary clinics</u></p>	<p><u>1 space for each 300 square feet of office, animal shelter and run area</u></p>

<u>Mechanical garages</u>	<u>1 space for every employee, plus 1 space per bay or 1 space for each one thousand (1,000) square feet if no bays</u>
<u>Medical dental, optical clinics and offices</u>	<u>1 space for each employee, plus 2 spaces for each examination room</u>
<u>Mini-warehouses up to two hundred (200) units</u>	<u>4 spaces located at office/entrance area, plus minimum 25feet between buildings for driveway parking purposes</u>
<u>Mini-warehouses over two hundred (200) units</u>	<u>6 spaces located at office/entrance area, plus minimum 25feet between buildings for driveway parking purposes</u>
<u>Mortuaries</u>	<u>1 space for each 4 seats in chapel, plus 1 space for each commercial vehicle</u>
<u>Office building, including business, commercial and government</u>	<u>1 space for each 200 square feet of floor area used for office purposes</u>

<p><u>General business establishments, such as hardware, furniture, appliance, jewelry, apparel stores, etc.</u></p>	<p><u>1 space for each 300 square feet of gross floor area; provided, however, that no use shall have less than 3 spaces</u></p>
<p><u>Post office</u></p>	<p><u>1 space for each 4 employees, plus 1 space per governmental vehicle, plus 4 spaces per service window</u></p>
<p><u>Residential dwelling units, single-family and duplex</u></p>	<p><u>2 spaces for each dwelling unit</u></p>
<p><u>Restaurants, grills, bars, lounges, similar dining, and/or drinking establishments</u></p>	<p><u>1 space for each 4 seats provided for patron use, plus 1 space for each 75 square feet of floor area provided for patron use which does not contain seats; provided that no use shall have less than 4 spaces ; plus 1 space for each employee</u></p>
<p><u>Personal service establishments, retail establishments, banks, financing and lending institutions</u></p>	<p><u>1 space for each 100 square feet of first floor area, plus 1space for each 200 square feet of floor area above the first floor, excluding storage areas; 2 spaces for lobby</u></p>

<u>Schools (charter and private), including elementary, middle, K-8, high schools and academies, not including colleges, universities, or similar institutions. For schools (public), see the public school siting regulations at chapter 38, article XVIII.</u>	<u>1 space for each 4 seats in assembly hall, or 4 spaces per each instructional room plus 1 space for each 3 high school students, whichever is greater.</u>
<u>Shopping centers between fifteen thousand one (15,001) and fifty thousand (50,000) square feet gross floor area, food stores, supermarkets, and drugstores</u>	<u>5½ spaces for each 1,000 square feet of gross floor area; provided, however, no use shall have less than 5 spaces</u>
<u>Shopping centers over fifty thousand (50,000) square feet gross floor area</u>	<u>5 spaces for each 1,000 square feet of gross floor area</u>
<u>Student housing</u>	<u>1 space per bedroom.</u>
<u>Time share units</u>	<u>1.25 spaces for each unit plus .25 spaces for each lockout unit.</u>
<u>Universities, colleges and similar institutions</u>	<u>1 space for each 200 square feet of classroom and office space</u>

66 **SECTION 2. ARTICLE IV, SECTION 4.2, SUBSECTION 4.2.15, SUBSECTION 4.2.15.17 OF THE LAND**
67 **DEVELOPMENT REGULATIONS IS CREATED AS FOLLOWS:**

68 4.2.15.17 Variance To Above Mentioned Parking Requirements

69 Land owners may petition the Board of Adjustments for a variance to
70 the parking requirements in section 4.2.15.16, however the following
71 criteria must be meet;

- 72 1. Parking Variance must be supported by a parking study;

- 73 2. All requirements for Variances in Section 11.3 of these Land
74 Development Regulations must be met;
75 3. Must comply with all State and Federal Laws for parking; and
76 4. Shall create an environment which is at the best interest for the
77 public’s safety, well-being, and health.

78 **SECTION 3. ARTICLE IV, SECTION 4.4; SUBSECTION 4.4.11 OF THE LAND DEVELOPMENT REGULATIONS**
79 **IS AMENDED AS FOLLOWS:**

80 4.4.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

81 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)

82 (See also Section 4.2)

- 83 1. Residential dwelling units: two (2) spaces for each dwelling unit.
84 2. Elementary and junior high schools: two (2) spaces for each
85 classroom or office room, plus one (1) space for each three (3)
86 seats in any auditorium or gymnasium.
87 3. Senior high school: four (4) spaces for each classroom or office
88 room, plus two (2) spaces for each three (3) seats in any auditorium
89 or gymnasium.
90 4. Churches or other houses of worship: one (1) space for each six (6)
91 permanent seats in the main auditorium.
92 5. Public buildings and facilities (unless otherwise specified): one (1)
93 space for each two hundred (200) square feet of floor area.
94 6. Private clubs and lodges: one (1) space for each three hundred
95 (300) square feet of floor area.
96 7. Adult and child care centers: one (1) space for each three hundred
97 (300) square feet of floor area devoted to adult or child care
98 activities and one (1) space for each employee.
99 8. Group living facilities: one (1) space for each bedroom.
100 9. Hospitals: one (1) space for each bed.
101 10. Sanitariums and nursing homes: one (1) space for each two (2)
102 beds.
103 11. Residential home for the aged: one (1) space for each dwelling
104 unit.
105 12. Commercial and service establishments (unless otherwise
106 specified): one (1) space for each one hundred fifty (150) square
107 feet of non-storage floor area.
108 13. Livestock or poultry slaughterhouse; saw mills and planing mills;

- 109 crematories; agricultural feed and grain packaging, blending,
110 storage and sales; agricultural fertilizer storage and sales: one (1)
111 space for each five hundred (500) square feet of floor area.
- 112 ~~14. Livestock auction arenas; agricultural equipment and related~~
113 ~~machinery sales; agricultural fairs and fairground activities; drive-~~
114 ~~in theaters; racetracks and speedways; golf and archery ranges;~~
115 ~~rifle, shotgun, and pistol ranges; commercial kennels; veterinary~~
116 ~~clinics; and animal shelters: one (1) space for each three hundred~~
117 ~~fifty (350) square feet of floor area, plus, where applicable, one (1)~~
118 ~~space for each one thousand (1,000) square feet of lot or ground~~
119 ~~area outside buildings used for any type of sales, display, or~~
120 ~~activity.~~
- 121 ~~15. Bed and breakfast inn; in addition to parking required for the~~
122 ~~residence, one (1) parking space shall be provided for each guest~~
123 ~~room. The Board of Adjustment may vary the parking requirement~~
124 ~~for those properties listed on the City's historic landmark or site list~~
125 ~~based upon site constraints including, but not limited to, small~~
126 ~~yards, inadequate space for parking, and the availability of on-~~
127 ~~street parking.~~
- 128 ~~16. For other special exceptions as specified herein: to be determined~~
129 ~~by findings in the particular case.~~

130 **SECTION 4. ARTICLE IV, SECTION 4.5.11 OF THE LAND DEVELOPMENT REGULATIONS IS AMENDED AS**
131 **FOLLOWS:**

- 132 4.5.11 MINIMUM OFFSTREET PARKING REQUIREMENTS
133 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)
134 (See also Section 4.2)
- 135 1. ~~Each residential dwelling unit: two (2) spaces for each dwelling~~
136 ~~unit.~~
- 137 2. ~~Elementary and junior high schools: two (2) spaces for each~~
138 ~~classroom or office room, plus one (1) space for each three (3)~~
139 ~~seats in any auditorium or gymnasium.~~
- 140 3. ~~Senior high school: four (4) spaces for each classroom or office~~
141 ~~room, plus two (2) spaces for each three (3) seats in any auditorium~~
142 ~~or gymnasium.~~
- 143 4. ~~Churches or other houses of worship: one (1) space for each six (6)~~
144 ~~permanent seats in the main auditorium.~~
- 145 5. ~~Public buildings and facilities (unless otherwise specified): one (1)~~
146 ~~space for each two hundred (200) square feet of floor area.~~
- 147 6. ~~Private clubs and lodges: one (1) space for each three hundred~~

- 148 ~~(300) square feet of floor area.~~
- 149 7. ~~Adult and child care centers: one (1) space for each three hundred~~
150 ~~(300) square feet of floor area devoted to adult or child care~~
151 ~~activities and one (1) space for each employee.~~
- 152 8. ~~Commercial greenhouses and plant nurseries: one (1) space for~~
153 ~~each one hundred fifty (150) square feet of non-storage floor area.~~
- 154 9. ~~Bed and breakfast inn; in addition to parking required for the~~
155 ~~residence, one (1) parking space shall be provided for each guest~~
156 ~~room. The Board of Adjustment may vary the parking requirement~~
157 ~~for those properties listed on the City's historic landmark or site list~~
158 ~~based upon site constraints including, but not limited to, small~~
159 ~~yards, inadequate space for parking, and the availability of on-~~
160 ~~street parking.~~
- 161 10. ~~For other special exceptions as specified herein: to be determined~~
162 ~~by findings in the particular case.~~

163 **SECTION 5. ARTICLE IV, SECTION 4.6.11 OF THE LAND DEVELOPMENT REGULATIONS IS AMENDED AS**
164 **FOLLOWS:**

165 4.6.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

166 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)

167 (See also Section 4.2)

- 168 1. ~~Residential dwelling units: two (2) spaces for each dwelling unit.~~
- 169 2. ~~Elementary and junior high schools: two (2) spaces for each~~
170 ~~classroom or office room, plus one (1) space for each three (3)~~
171 ~~seats in any auditorium or gymnasium.~~
- 172 3. ~~Senior high schools: four (4) spaces for each classroom or office~~
173 ~~room, plus two (2) spaces for each three (3) seats in any auditorium~~
174 ~~or gymnasium.~~
- 175 4. ~~Churches or other houses of worship: one (1) space for each six (6)~~
176 ~~permanent seats in the main auditorium.~~
- 177 5. ~~Public buildings and facilities (unless otherwise specified): one (1)~~
178 ~~space for each two hundred (200) square feet of floor area.~~
- 179 6. ~~Adult and child care centers: one (1) space for each three hundred~~
180 ~~(300) square feet of floor area devoted to adult or child care~~
181 ~~activities and one (1) space for each employee.~~
- 182 7. ~~Private clubs and lodges: one (1) space for each three hundred~~
183 ~~(300) square feet of floor area.~~
- 184 8. ~~Commercial greenhouses and plant nurseries: one (1) space for~~

185 each one hundred fifty (150) square feet of non-storage floor area.

186 9. ~~Bed and breakfast inn; in addition to parking required for the~~
187 ~~residence, one (1) parking space shall be provided for each guest~~
188 ~~room. The Board of Adjustment may vary the parking requirement~~
189 ~~for those properties listed on the City's historic landmark or site list~~
190 ~~based upon site constraints including, but not limited to, small~~
191 ~~yards, inadequate space for parking, and the availability of on-~~
192 ~~street parking.~~

193 10. ~~For other special exceptions as specified herein; to be determined~~
194 ~~by findings in the particular case.~~

195 **SECTION 6. ARTICLE IV, SECTION 4.7.11 OF THE LAND DEVELOPMENT REGULATIONS IS AMENDED AS**
196 **FOLLOWS:**

197 4.7.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

198 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)

199 (See also Section 4.2)

200 1. ~~Residential dwelling units: two (2) spaces for each dwelling unit.~~

201 2. ~~Elementary and junior high schools: two (2) spaces for each classroom~~
202 ~~or office room, plus one (1) space for each three (3) seats in any~~
203 ~~auditorium or gymnasium.~~

204 3. ~~Senior high schools: four (4) spaces for each classroom or office room,~~
205 ~~plus two (2) spaces for each three (3) seats in any auditorium or~~
206 ~~gymnasium.~~

207 4. ~~Churches or other houses of worship: one (1) space for each six (6)~~
208 ~~permanent seats in the main auditorium.~~

209 5. ~~Public buildings and facilities (unless otherwise specified): one (1)~~
210 ~~space for each two hundred (200) square feet of floor area.~~

211 6. ~~Private clubs and lodges: one (1) space for each three hundred (300)~~
212 ~~square feet of floor area.~~

213 7. ~~Adult and child care centers: one (1) space for each three hundred~~
214 ~~(300) square feet of floor area devoted to child care activities and one~~
215 ~~(1) space for each employee.~~

216 8. ~~Commercial greenhouses and plant nurseries: one (1) space for each~~
217 ~~one hundred fifty (150) square feet of non-storage floor area.~~

218 9. ~~Bed and breakfast inn; in addition to parking required for the~~
219 ~~residence, one (1) parking space shall be provided for each guest~~
220 ~~room. The Board of Adjustment may vary the parking requirement for~~
221 ~~those properties listed on the City's historic landmark or site list based~~
222 ~~upon site constraints including, but not limited to, small yards,~~

223 inadequate space for parking, and the availability of on-street parking.
224 10. For other special exceptions as specified herein: to be determined by
225 findings in the particular case.

226 **SECTION 7. ARTICLE IV, SECTION 4.8, SUBSECTION 4.8.11 OF THE LAND DEVELOPMENT REGULATIONS**
227 **IS AMENDED AS FOLLOWS:**

228 4.8.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

229 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)
230 (See also Section 4.2)

- 231 1. ~~Residential dwelling units: two (2) spaces for each dwelling unit.~~
232 2. ~~Elementary and junior high schools: two (2) spaces for each~~
233 ~~classroom or office room, plus one (1) space for each three (3)~~
234 ~~seats in any auditorium or gymnasium.~~
235 3. ~~Senior high schools: four (4) spaces for each classroom or office~~
236 ~~room, plus two (2) spaces for each three (3) seats in any auditorium~~
237 ~~or gymnasium.~~
238 4. ~~Churches or other houses of worship: one (1) space for each six (6)~~
239 ~~permanent seats in the main auditorium.~~
240 5. ~~Public buildings and facilities (unless otherwise specified): one (1)~~
241 ~~space for each two hundred (200) square feet of floor area.~~
242 6. ~~Adult and Child care centers: one (1) space for each three hundred~~
243 ~~(300) square feet of floor area devoted to adult or child care~~
244 ~~activities and one (1) space for each employee.~~
245 7. ~~Private clubs and lodges: one (1) space for each three hundred~~
246 ~~(300) square feet of floor area.~~
247 8. ~~For other special exceptions as specified herein: to be determined~~
248 ~~by findings in the particular case.~~

249 **SECTION 8. ARTICLE IV, SECTION 4.9, SUBSECTION 4.9.11 OF THE LAND DEVELOPMENT REGULATIONS**
250 **IS AMENDED AS FOLLOWS:**

251 4.9.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

252 (See Subsection 4.2.15.16 and Subsection 4.2.15.17)
253 (See also Section 4.2)

- 254 1. ~~Each residential dwelling unit: two (2) spaces for each dwelling~~
255 ~~unit.~~
256 2. ~~Elementary and junior high schools: two (2) spaces for each~~
257 ~~classroom or office room, plus one (1) space for each three (3)~~
258 ~~seats in any auditorium or gymnasium.~~

- 259 ~~3. Senior high schools: four (4) spaces for each classroom or office~~
260 ~~room, plus two (2) spaces for each three (3) seats in any auditorium~~
261 ~~or gymnasium.~~
- 262 ~~4. Churches or other houses of worship: one (1) space for each six (6)~~
263 ~~permanent seats in the main auditorium.~~
- 264 ~~5. Public buildings and facilities (unless otherwise specified): one (1)~~
265 ~~space for each two hundred (200) square feet of floor area.~~
- 266 ~~6. Adult and Child care centers: one (1) space for each three hundred~~
267 ~~(300) square feet of floor area devoted to adult or child care~~
268 ~~activities and one (1) space for each employee.~~
- 269 ~~7. Private clubs and lodges and conference centers: one (1) space for~~
270 ~~each three hundred (300) square feet of floor area.~~
- 271 ~~8. Group living facilities: one (1) space for each bedroom.~~
- 272 ~~9. Nursing homes: one (1) space for each two (2) beds.~~
- 273 ~~10. Residential homes for the aged: one (1) space for each dwelling~~
274 ~~unit.~~
- 275 ~~11. For other special exceptions as specified herein: to be determined~~
276 ~~by findings in the particular case.~~

277 **SECTION 9. ARTICLE IV, SECTION 4.10, SUBSECTION 4.10.11 OF THE LAND DEVELOPMENT**
278 **REGULATIONS IS AMENDED AS FOLLOWS:**

279 4.10.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

280 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

281 (See also Section 4.2)

- 282 ~~1. Each residential dwelling unit: two (2) spaces for each dwelling~~
283 ~~unit.~~
- 284 ~~2. Medical or dental offices, clinics, and laboratories: one (1) space~~
285 ~~for each one hundred fifty (150) square feet of floor area.~~
- 286 ~~3. Business and professional offices: one (1) space for each two~~
287 ~~hundred (200) square feet of floor area.~~
- 288 ~~4. Public buildings and facilities (unless otherwise specified): one (1)~~
289 ~~space for each two hundred (200) square feet of floor area.~~
- 290 ~~5. Art galleries: one (1) space for each three hundred (300) square~~
291 ~~feet of floor area.~~
- 292 ~~6. Community or little theaters: one (1) space for each four (4) seats.~~
- 293 ~~7. Dance, art, and music studios: one (1) space for each three hundred~~
294 ~~fifty (350) square feet of floor area.~~

-
- 295 ~~8. Private clubs and lodges: one (1) space for each three hundred~~
296 ~~(300) square feet of floor area.~~
- 297 ~~9. Churches and other houses of worship: one (1) space for each six~~
298 ~~(6) permanent seats in the main auditorium.~~
- 299 ~~10. Funeral homes: one (1) space for each three (3) seats in the chapel.~~
- 300 ~~11. Elementary and junior high schools: two (2) spaces for each~~
301 ~~classroom or office room, plus one (1) space for each three (3) seats~~
302 ~~in any auditorium or gymnasium.~~
- 303 ~~12. Senior high school: four (4) spaces for each classroom or office~~
304 ~~room, plus two (2) spaces for each three (3) seats in any auditorium~~
305 ~~or gymnasium.~~
- 306 ~~13. Professional, business, and technical schools: one (1) space for~~
307 ~~each two hundred (200) square feet of floor area.~~
- 308 ~~14. Hospitals: one (1) space for each bed.~~
- 309 ~~15. Nursing homes: one (1) space for each two (2) beds.~~
- 310 ~~16. Child care centers and overnight child care centers: one (1) space~~
311 ~~for each three hundred (300) square feet of floor area devoted to~~
312 ~~child care activities.~~
- 313 ~~17. Residential homes for the aged: one (1) space for each dwelling~~
314 ~~unit.~~
- 315 ~~18. Recovery homes: one (1) space for each bedroom.~~
- 316 ~~19. Residential treatment facilities: one (1) space for each bed.~~
- 317 ~~20. Pharmacies: one (1) space for each one hundred fifty (150) square~~
318 ~~feet of non-storage floor area.~~
- 319 ~~21. Adult care centers: one (1) space for each three hundred (300)~~
320 ~~square feet of floor area devoted to adult care activities.~~
- 321 ~~22. Bed and breakfast inn; in addition to parking required for the~~
322 ~~residence, one (1) parking space shall be provided for each guest~~
323 ~~room. The Board of Adjustment may vary the parking requirement~~
324 ~~for those properties listed on the City's historic landmark or site list~~
325 ~~based upon site constraints including, but not limited to, small~~
326 ~~yards, inadequate space for parking, and the availability of on-~~
327 ~~street parking.~~
- 328 ~~23. For other special exceptions as specified herein: to be determined~~
329 ~~by findings in the particular case.~~

330 **SECTION 10. ARTICLE IV, SECTION 4.11, SUBSECTION 4.11.11 OF THE LAND DEVELOPMENT**
331 **REGULATIONS IS AMENDED AS FOLLOWS:**

332 4.11.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

333 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

334 (See also Section 4.2)

335 1. ~~Commercial and service establishments (unless otherwise~~
336 ~~specified): one (1) space for each one hundred fifty (150) square~~
337 ~~feet of non-storage floor area.~~

338 2. ~~Adult care centers and child care centers and overnight child care~~
339 ~~centers: one (1) space for each three hundred (300) square feet of~~
340 ~~floor area devoted to adult or child care activities.~~

341 3. ~~Public buildings and facilities (unless otherwise specified): one (1)~~
342 ~~space for each two hundred (200) square feet of floor area.~~

343 4. ~~Banks and financial institutions: one (1) space for each one~~
344 ~~hundred fifty (150) square feet of non-storage floor area.~~

345 5. ~~Each residential dwelling unit: two (2) spaces for each dwelling~~
346 ~~unit.~~

347 6. ~~Bed and breakfast inn; in addition to parking required for the~~
348 ~~residence, one (1) parking space shall be provided for each guest~~
349 ~~room. The Board of Adjustment may vary the parking requirement~~
350 ~~for those properties listed on the City's historic landmark or site list~~
351 ~~based upon site constraints including, but not limited to, small~~
352 ~~yards, inadequate space for parking, and the availability of on-~~
353 ~~street parking.~~

354 7. ~~For other special exceptions as specified herein: to be determined~~
355 ~~by findings in the particular case.~~

356 Note: Offstreet loading required (see Section 4.2).

357 **SECTION 11. ARTICLE IV, SECTION 4.12, SUBSECTION 4.12.11 OF THE LAND DEVELOPMENT**
358 **REGULATIONS IS AMENDED AS FOLLOWS:**

359 4.12.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

360 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

361 (See also Section 4.2)

362 1. ~~Commercial and service establishments (unless otherwise~~
363 ~~specified): one (1) space for each one hundred fifty (150) square~~
364 ~~feet of non-storage floor area.~~

365 2. ~~Commercial establishments selling home furnishings and major~~
366 ~~appliances, and office equipment and furniture: one (1) space for~~

- 367 each five hundred (500) square feet of non-storage floor area.
- 368 ~~3. Restaurants, cocktail lounges, bars, and taverns: one (1) space for~~
369 ~~each three (3) seats in public rooms.~~
- 370 ~~4. Funeral homes: one (1) space for each three (3) seats in the~~
371 ~~chapel.~~
- 372 ~~5. Medical or dental offices, clinics, or laboratories: one (1) space~~
373 ~~for each one hundred fifty (150) square feet of floor area.~~
- 374 ~~6. Business and professional offices: one (1) space for each two~~
375 ~~hundred (200) square feet of floor area.~~
- 376 ~~7. Newspaper office: one (1) space for each three hundred fifty~~
377 ~~(350) square feet of floor area.~~
- 378 ~~8. Public buildings and facilities (unless otherwise specified): one (1)~~
379 ~~space for each two hundred (200) square feet of floor area.~~
- 380 ~~9. Banks and financial institutions: one (1) space for each one~~
381 ~~hundred fifty (150) square feet of non-storage floor area.~~
- 382 ~~10. Professional, business, and technical schools: one (1) space for~~
383 ~~each two hundred (200) square feet of floor area.~~
- 384 ~~11. Community and little theaters, indoor motion picture theaters:~~
385 ~~one (1) space for each four (4) seats.~~
- 386 ~~12. Hotels and motels: one (1) space for each sleeping room, plus~~
387 ~~two (2) spaces for the owner or manager, plus required number~~
388 ~~of spaces for each accessory use such as restaurant, bar, etc. as~~
389 ~~specified.~~
- 390 ~~13. Dry cleaning and laundry package plants: one (1) space for each~~
391 ~~one hundred fifty (150) square feet of non-storage floor area.~~
- 392 ~~14. Each residential dwelling unit: two (2) spaces for each dwelling~~
393 ~~unit.~~
- 394 ~~15. Churches and houses of worship: one (1) space for each six (6)~~
395 ~~permanent seats in main auditorium.~~
- 396 ~~16. Art galleries: one (1) space for each three hundred (300) square~~
397 ~~feet of floor area.~~
- 398 ~~17. Dance, art, and music studios: one (1) space for each three~~
399 ~~hundred fifty (350) square feet of floor area.~~
- 400 ~~18. Private clubs and lodges: one (1) space for each three hundred~~
401 ~~(300) square feet of floor area.~~
- 402 ~~19. Hospitals: one (1) space for each bed.~~
- 403 ~~20. Nursing homes: one (1) space for each three (3) beds.~~

- 404 ~~21. Telephone exchange, motor bus or other transportation~~
405 ~~terminals: one (1) space for each three hundred fifty (350) square~~
406 ~~feet of floor area.~~
- 407 ~~22. Adult care centers and child care centers and overnight child care~~
408 ~~centers: one (1) space for each three hundred (300) square feet~~
409 ~~of floor area devoted to child care activities.~~
- 410 ~~23. For other special exceptions as specified herein: to be~~
411 ~~determined by findings in the particular case.~~

412 **SECTION 12. ARTICLE IV, SECTION 4.13, SUBSECTION 4.13.11 OF THE LAND DEVELOPMENT**
413 **REGULATIONS IS AMENDED AS FOLLOWS:**

414 4.13.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

415 ~~(See Subsection 4.2.15.16 and Subsection .4.2.15.17)~~

416 ~~(See also Section 4.2)~~

- 417 ~~1. For uses specifically listed under CG: As for CG OFFSTREET~~
418 ~~PARKING REQUIREMENTS.~~
- 419 ~~2. Commercial or service establishments (unless otherwise~~
420 ~~specified); agricultural fairs and fairgrounds; livestock auction~~
421 ~~arena: one (1) space for each three hundred fifty~~
422 ~~(350) square feet of floor area, plus, where applicable, one (1)~~
423 ~~space for each one thousand (1,000) square feet of lot or ground~~
424 ~~area outside buildings used for any type of sales, display, or~~
425 ~~activity.~~
- 426 ~~3. Express or parcel delivery office, motor bus or other~~
427 ~~transportation terminal: one (1) space for each three hundred~~
428 ~~fifty (350) square feet of floor area.~~
- 429 ~~4. Palmist, astrologist, psychics, clairvoyants, and phrenologist: one~~
430 ~~(1) space for each two hundred (200) square feet of floor area.~~
- 431 ~~5. Wholesale establishments: one (1) space for each five hundred~~
432 ~~(500) square feet of floor area.~~
- 433 ~~6. Warehouse or storage use only: one (1) space for each one~~
434 ~~thousand five hundred (1,500) square feet of floor area.~~
- 435 ~~7. Each existing residential dwelling unit: two (2) spaces for each~~
436 ~~dwelling unit.~~
- 437 ~~8. Public buildings and facilities.~~
- 438 ~~9. Churches and houses of worship.~~
- 439 ~~10. Private clubs and lodges.~~
- 440 ~~11. Bed and breakfast inn; in addition to parking required for the~~

441 residence, one (1) parking space shall be provided for each guest
442 room. The Board of Adjustment may vary the parking
443 requirement for those properties listed on the City's historic
444 landmark or site list based upon site constraints including, but
445 not limited to, small yards, inadequate space for parking, and the
446 availability of on-street parking.

447 ~~12. For other special exceptions as specified herein: to be~~
448 ~~determined by findings in the particular case.~~

449 Note: Offstreet loading required (see Section 4.2).

450 **SECTION 13. ARTICLE IV, SECTION 4.15, SUBSECTION 4.15.13 OF THE LAND DEVELOPMENT REGULATIONS**
451 **IS AMENDED AS FOLLOWS:**

452 4.15.13 MINIMUM OFFSTREET PARKING REQUIREMENTS

453 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

454 (See also Section 4.2)

455 ~~1. Commercial (and service establishments (unless otherwise~~
456 ~~specified): one (1) space for each one hundred fifty (150) square~~
457 ~~feet of non-storage floor area, plus, where applicable, one (1)~~
458 ~~space for each one thousand (1,000) square feet of lot or ground~~
459 ~~area outside buildings used for any type of sales, display, or~~
460 ~~activity.~~

461 ~~2. Restaurants, cocktail lounges, bars, and taverns: one (1) space for~~
462 ~~each three (3) seats in public rooms.~~

463 ~~3. Hotels and motels: one (1) space for each sleeping room, plus~~
464 ~~two (2) spaces for the owner or manager, plus required number~~
465 ~~of spaces for each accessory use such as restaurant, bar, etc. as~~
466 ~~specified.~~

467 ~~4. Warehousing and storage only: one (1) space for each one~~
468 ~~thousand five hundred (1,500) square feet of floor area.~~

469 ~~5. Public buildings and facilities.~~

470 ~~6. Bed and breakfast inn; in addition to parking required for the~~
471 ~~residence, one (1) parking space shall be provided for each guest~~
472 ~~room. The Board of Adjustment may vary the parking~~
473 ~~requirement for those properties listed on the City's historic~~
474 ~~landmark or site list based upon site constraints including, but~~
475 ~~not limited to, small yards, inadequate space for parking, and the~~
476 ~~availability of on-street parking.~~

477 ~~7. For other special exceptions as specified herein: to be~~
478 ~~determined by findings in the particular case.~~

479 Note: Offstreet loading required (see Section 4.2)

480 **SECTION 14. ARTICLE IV, SECTION 4.16, SUBSECTION 4.16.11 OF THE LAND DEVELOPMENT REGULATIONS**
481 **IS AMENDED AS FOLLOWS:**

482 4.16.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

483 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

484 (See also Section 4.2)

485 ~~1. Warehousing and storage only: one (1) space for each one~~
486 ~~thousand five hundred (1,500) square feet of floor area.~~

487 ~~2. Retail commercial establishments for sale, repair, and service of~~
488 ~~new and used automobiles, motorcycles, trucks and tractors,~~
489 ~~mobile homes, boats, heavy machinery and equipment, and farm~~
490 ~~equipment; motor vehicle body shops; retail establishments for~~
491 ~~sale of farm supplies, lumber and building supplies, monuments,~~
492 ~~and automotive vehicle parts and accessories; crematories; and~~
493 ~~similar uses: one (1) space for each three hundred fifty (350)~~
494 ~~square feet of floor area, plus, where applicable, one (1) space~~
495 ~~for each one thousand (1,000) square feet of lot or ground area~~
496 ~~outside buildings used for any type of sales, display, or activity.~~

497 ~~3. Restaurants: one (1) space for each three (3) seats in public~~
498 ~~rooms.~~

499 ~~4. Miscellaneous uses such as express or parcel delivery office,~~
500 ~~telephone exchange, motor bus or truck or other transportation~~
501 ~~terminal: one (1) space for each three hundred fifty (350) square~~
502 ~~feet of floor area.~~

503 ~~5. For uses specifically listed under CI: As for CI OFFSTREET PARKING~~
504 ~~REQUIREMENTS.~~

505 ~~6. Other permitted uses (unless otherwise specified): one (1) space~~
506 ~~for each five hundred (500) square feet of floor area.~~

507 ~~7. For other special exceptions as specified herein: to be~~
508 ~~determined by findings in the particular case.~~

509 Note: Offstreet loading required (see Section 4.2).

510 **SECTION 15. ARTICLE IV, SECTION 4.17, SUBSECTION 4.17.11 OF THE LAND DEVELOPMENT REGULATIONS**
511 **IS AMENDED AS FOLLOWS:**

512 4.17.11 MINIMUM OFFSTREET PARKING REQUIREMENTS

513 (See Subsection 4.2.15.16 and Subsection .4.2.15.17)

514 (See also Section 4.2)

-
- 515 1. ~~Warehousing and storage only: one (1) space for each one~~
516 ~~thousand five hundred (1,500) square feet of floor area.~~
- 517 2. ~~Retail commercial establishments for sale, repair, and service of~~
518 ~~new and used automobiles, motorcycles, trucks and tractors,~~
519 ~~mobile homes, boats, heavy machinery and equipment, and~~
520 ~~farm equipment; motor vehicle body shops; retail establishments~~
521 ~~for sale of farm supplies, lumber and building supplies,~~
522 ~~monuments, and automotive vehicle parts and accessories;~~
523 ~~wrecking yards; and similar uses: one (1) space for each three~~
524 ~~hundred fifty (350) square feet of floor area, plus where~~
525 ~~applicable, one~~
526 ~~(1) space for each one thousand (1,000) square feet of lot or~~
527 ~~ground area outside buildings used for any type of sales, display,~~
528 ~~or activity.~~
- 529 3. ~~Restaurants: one (1) space for each three (3) seats in public~~
530 ~~rooms.~~
- 531 4. ~~Miscellaneous uses such as express or parcel delivery office,~~
532 ~~telephone exchange, motor bus or truck or other transportation~~
533 ~~terminal: one (1) space for each three hundred fifty (350) square~~
534 ~~feet of floor area.~~
- 535 5. ~~For uses specifically listed under ILW: As for ILW OFFSTREET~~
536 ~~PARKING REQUIREMENTS.~~
- 537 6. ~~Other permitted uses (unless otherwise specified): one (1) space~~
538 ~~for each five hundred (500) square feet of floor area.~~
- 539 7. ~~For other special exceptions as specified herein: to be~~
540 ~~determined by findings in the particular case.~~

541 Note: Offstreet loading required (see Section 4.2).

542 **SECTION 16. SEVERABILITY.** If any provision or portion of this ordinance is declared by any court of
543 competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and
544 portions of this ordinance shall remain in full force and effect.

545 **SECTION 17. CONFLICT.** All ordinances or portions of ordinances in conflict with this ordinance are
546 hereby repealed to the extent of such conflict.

547 **SECTION 18. EFFECTIVE DATE.** This ordinance shall become effective upon adoption.

548 **SECTION 19. AUTHORITY.** This ordinance is adopted pursuant to the authority granted by Section
549 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as
550 amended.

APPROVED, UPON THE FIRST READING, by the City Council of the City of Lake City at a regular meeting,

on the 15th day of April, 2024.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of April, 2024.

APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this ____ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-2277- Amending the Text of the Land Development Regulations of The City of Lake City

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

6. City Council Ordinance No. 2024-2283 - (final reading) An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 24-01, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Low Density (less than or equal to 2 dwelling units per acre) to Residential, High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing for an effective date. (Sugarmill Apartments Phase 2)

Passed on first reading on 5/6/2024

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

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

Clerk should take custody of exhibits.

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

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

ORDINANCE NO. 2024-2283

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE
2 FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY
3 COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT
4 OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA
5 24-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER
6 THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS
7 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED;
8 PROVIDING FOR CHANGING THE FUTURE LAND USE
9 CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR
10 EQUAL TO 2 DWELLING UNITS PER ACRE) TO RESIDENTIAL, HIGH
11 DENSITY (LESS THAN OR EQUAL TO 20 DWELLING UNITS PER ACRE)
12 OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY
13 OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL
14 ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

15 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake
16 City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a
17 Comprehensive Plan;

18 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning
19 Act, empowers and requires the City Council to prepare, adopt and implement a Comprehensive Plan;

20 **WHEREAS**, an application, CPA 24-01, for an amendment, as described below, to the Future Land Use Plan
21 Map of the City of Lake City's Comprehensive Plan has been filed with the City;

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

25 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development
26 Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required
27 public hearing, with public notice having been provided, on said application for an amendment, as
28 described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local
29 Planning Agency, reviewed and considered all comments received during said public hearing and the
30 Concurrency Management Assessment concerning said application for an amendment, as described
31 below, to the Future Land Use Map of the City's Comprehensive Plan and recommended to the City
32 Council's approval of said application for amendment, as described below, to the Future Land Use Map of
33 the City's Comprehensive Plan;

34 **WHEREAS**, the City Council held the required public hearings, with public notice having been provided,
35 under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended,
36 on said application for an amendment, as described below, and at said public hearings, the City Council
37 reviewed and considered all comments received during said public hearing, including the
38 recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, and the
39 Concurrency Management Assessment concerning said application for an amendment, as described
40 below;

41 **WHEREAS**, the City Council has determined and found said application for an amendment, as described
42 below, to be compatible with the Land Use Element objectives and policies, and those of other affected
43 elements of the Comprehensive Plan; and

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

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

48 **Section 1. Future Land Use Map Amended.** Pursuant to an application, CPA 24-01, submitted by
49 Carol Chadwick, for MHP JR, LLC, owner, to amend the Future Land Use Plan Map of the Comprehensive
50 Plan by changing the land use classification of certain lands, the land use classification totaling 50 acres or
51 less is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre)
52 to RESIDENTIAL, HIGH DENSITY (less than or equal to 20 dwelling units per acre) on property described,
53 as follows:

54 A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County,
55 Florida. Being more particularly describes as follows: All that tract or parcel of land
56 situate, lying and being in Section 6, Township 4 South, Range 17 East, Columbia County,
57 Florida and being more particularly described as follows:

58 For a Point of Commencement, start at the Northeast corner of the Northwest Quarter of
59 Northwest Quarter of said Section 6; run thence S 01°00'19" E a distance of 988.49' to a
60 point; thence N 87°27'58" E a distance of 207.22' to the Point of Beginning. From said
61 Point of Beginning run thence N 87°27'58" E a distance of 451.07' to a 4x4 concrete
62 monument; thence S 01°03'23" E a distance of 312.46' to an offset rebar found cap #7042
63 1.35' South of the corner; thence S 85°55'52" W a distance of 242.15' to a 2x2 concrete
64 monument "Britt"; thence N 01°04'27" W a distance of 212.37' to a 4x4 concrete
65 monument "Britt"; thence S 79°42'50" W a distance of 211.70' to a 4x4 concrete
66 monument "Britt"; thence N 01°05'32" W a distance of 135.13' to a 1/2" rebar with cap
67 "Britt" and being the Point of Beginning. Said tract having an area of 2.33 acres.

68 ALL TOGETHER WITH AND SUBJECT TO a 20' Ingress/Egress Easement and described as
69 follows:

70 For a Point of Commencement, start at the Northeast corner of the Northwest Quarter of
71 Northwest Quarter of said Section 6; run thence S 01°00'19" E a distance of 988.49' to a
72 point; thence N 87°28'03" E a distance of 24.97' to a point; thence S 01°11'41" E a distance
73 of 309.38' to the Point of Beginning. From said Point of Beginning run thence N 85°55'52"
74 E a distance of 381.08' to a point; thence N 01°04'27" W a distance of 191.25' to a point;
75 thence N 79°42'50" E a distance of 20.26' to a point; thence S 01°04'27" E a distance of
76 213.47' to a point; thence S 85°55'52" W a distance of 401.06' to a point; thence N
77 01°11'41" W a distance of 20.03' to the Point of Beginning.

78 Containing 2.33 acres, more or less.

79 **Section 2. Severability.** If any provision or portion of this ordinance is declared by any court of
80 competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and
81 portions of this ordinance shall remain in full force and effect.

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

84 **Section 4. Effective Date.** This ordinance shall be effective upon adoption. The effective date of this plan
85 amendment shall be thirty-one (31) days following the date of adoption of this plan amendment.
86 However, if any affected person files a petition with the Florida Division of Administrative Hearings
87 pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the
88 compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as
89 amended, within thirty (30) days following the date of adoption of this plan amendment, this plan
90 amendment shall not become effective until Florida Commerce or the Florida Administration Commission,
91 respectively, issues a final order determining this plan amendment is in compliance. No development
92 orders, development permits or land uses dependent on this plan amendment may be issued or
93 commence before it has become effective. If a final order of noncompliance is issued, this plan
94 amendment may nevertheless be made effective by adoption of a resolution affirming its effective status,
95 a copy of which resolution shall be sent to Florida Commerce, Division of Community Development, 107
96 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

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

99 PASSED upon first reading this 6th day of May, 2024.

100 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk
101 of the City of Lake City, Florida on the ____ day of _____, 2024.

102 PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present
103 and voting, by the City Council this ____ day of _____, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

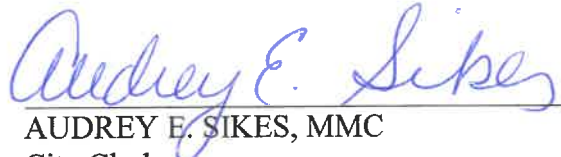
Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

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


AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-2283- Amending the Future Land Use Map of The City of Lake City

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

7. City Council Ordinance No. 2024-2282 - (final reading) An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 24-01, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential, Multiple Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; and providing an effective date. (Sugarmill Apartments Phase 2)

Passed on first reading on 5/6/2024

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

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

Clerk should take custody of exhibits.

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

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

ORDINANCE NO. 2024-2282

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**
2 **OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND**
3 **DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE**
4 **REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT**
5 **TO AN APPLICATION, Z 24-01, BY THE PROPERTY OWNER OF SAID**
6 **ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE**
7 **FAMILY-2 (RSF-2) TO RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) OF**
8 **CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE**
9 **CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL**
10 **ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

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

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

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

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

39 Section 1. Pursuant to an application, Z 24-01, submitted by Carol Chadwick, as agent for MHP JR, LLC, to
40 amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of
41 certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to

42 RESIDENTIAL, MULTIPLE FAMILY-2 (RMF-2) on property described, as follows:

43 From RESIDENTIAL, SINGLE FAMILY-2 (RSF-2) to MULTIPLE FAMILY-2 (RMF-2):

44 A parcel of land lying in Section 06, Township 4 South, Range 17 East, Columbia County,
45 Florida. Being more particularly describes as follows: All that tract or parcel of land
46 situate, lying and being in Section 6, Township 4 South, Range 17 East, Columbia County,
47 Florida and being more particularly described as follows:

48 For a Point of Commencement, start at the Northeast corner of the Northwest Quarter of
49 Northwest Quarter of said Section 6; run thence S 01°00'19" E a distance of 988.49' to a
50 point; thence N 87°27'58" E a distance of 207.22' to the Point of Beginning. From said
51 Point of Beginning run thence N 87°27'58" E a distance of 451.07' to a 4x4 concrete
52 monument; thence S 01°03'23" E a distance of 312.46' to an offset rebar found cap #7042
53 1.35' South of the corner; thence S 85°55'52" W a distance of 242.15' to a 2x2 concrete
54 monument "Britt"; thence N 01°04'27" W a distance of 212.37' to a 4x4 concrete
55 monument "Britt"; thence S 79°42'50" W a distance of 211.70' to a 4x4 concrete
56 monument "Britt"; thence N 01°05'32" W a distance of 135.13' to a 1/2" rebar with cap
57 "Britt" and being the Point of Beginning. Said tract having an area of 2.33 acres.

58 ALL TOGETHER WITH AND SUBJECT TO a 20' Ingress/Egress Easement and described as
59 follows:

60 For a Point of Commencement, start at the Northeast corner of the Northwest Quarter of
61 Northwest Quarter of said Section 6; run thence S 01°00'19" E a distance of 988.49' to a
62 point; thence N 87°28'03" E a distance of 24.97' to a point; thence S 01°11'41" E a distance
63 of 309.38' to the Point of Beginning. From said Point of Beginning run thence N 85°55'52"
64 E a distance of 381.08' to a point; thence N 01°04'27" W a distance of 191.25' to a point;
65 thence N 79°42'50" E a distance of 20.26' to a point; thence S 01°04'27" E a distance of
66 213.47' to a point; thence S 85°55'52" W a distance of 401.06' to a point; thence N
67 01°11'41" W a distance of 20.03' to the Point of Beginning.

68 Containing 2.33 acres, more or less.

69 **Section 2. Severability.** If any provision or portion of this ordinance is declared by any court of competent
70 jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of
71 this ordinance shall remain in full force and effect.

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

74 **Section 4. Effective Date.** This ordinance shall become effective upon adoption. Notwithstanding, the
75 effective date of this amendment, Z 24-01, to the Official Zoning Atlas shall be the same date as the
76 effective date of Future Land Use Plan Map Amendment, CPA 24-01. If Future Land Use Plan Map
77 Amendment, CPA 24-01, does not become effective, this amendment, Z 24-01, to the Official Zoning Atlas
78 shall not become effective. No development orders, development permits or land uses dependent on this
79 amendment, Z 24-01, to the Official Zoning Atlas may be issued or commence before it has become
80 effective.

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

83 PASSED upon first reading this 6th day of May, 2024.

84 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk
85 of the City of Lake City, Florida on the ____ day of _____, 2024.
86 PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present
87 and voting, by the City Council this ____ day of _____, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Chevella Young, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Ricky Jernigan, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
James Carter, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2024-2282- Amending the Official Zoning Atlas of The City of Lake City

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

8. City Council Ordinance No. 2024-2284 - (final reading) An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (JCP-VYP, LLC)

Passed on first reading on 5/20/2024

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

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

Clerk should take custody of exhibits.

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

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

ORDINANCE NO. 2024-2284

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION**
2 **NO. ANX 24-03, RELATING TO VOLUNTARY ANNEXATION; MAKING**
3 **FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA**
4 **COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS**
5 **TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE**
6 **BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY;**
7 **REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE**
8 **DATE.**

9 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake
10 City, Florida, hereinafter referred to as the City Council, to annex real property into the corporate
11 boundaries of the City of Lake City, Florida, hereinafter referred to as the City; and

12 **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal Annexation or
13 Contraction Act, empowers the City Council to annex real property into the corporate boundaries of the
14 City, pursuant to a petition voluntarily filed by the owner of certain real property; and

15 **WHEREAS**, the owner of certain real property more particularly described herein below, has petitioned
16 that the same be voluntarily annexed and incorporated into the boundaries of the City; now therefore,

17 **BE IT ENACTED** by the People of the City of Lake City, Florida:

18 **Section 1.** Pursuant to a petition, ANX 24-03, by JCP-VYP, LLC, the owner of real property, as described
19 below and depicted on Schedule "A": Location Map, attached hereto and incorporated as part of this
20 ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably
21 compact, has petitioned the City to have said real property annexed into the corporate boundaries of City.

22 Parcel Number: 36-3S-16-02631-000

23 A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County,
24 Florida. Being more particularly described as follows: COMMENCE AT THE NW CORNER
25 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 EAST,
26 COLUMBIA COUNTY, FLORIDA AND RUN THENCE N86°55'26"E, ALONG THE NORTH LINE
27 OF SAID NE 1/4 OF SE 1/4, 522.94 FEET TO A 4'X4' CONCRETE MONUMENT LABELED W.C.
28 HALE PLS #1519; THENCE S03°31'54"E, 330.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY
29 LINE OF NW REAL TERRACE; THENCE N56°01'50"E, ALONG SAID RIGHT-OF-VAY 214.39
30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N56°01'50"E, ALONG SAID RIGHT-
31 OF-WAY LINE, 646.75 FEET; THENCE S06°35'36"W, 410.96 FEET; THENCE N84°31'37"W,
32 491.43 FEET TO THE POINT OF BEGINNING.

33 PARCEL CONTAINS 2.32 ACRES, MORE OR LESS.

34 **Section 2.** The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council,
35 finds that the petition bears the signatures of all owners of the real property in the area proposed to be
36 annexed.

37 **Section 3.** The City Council finds that the real property, described in Section 1 above, presently is contiguous
38 to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida
39 Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

40 **Section 4.** The real property, described in Section 1 above and depicted on Schedule A: Location Map,
41 attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the
42 City, and said real property in every way is a part of the City.

43 **Section 5.** The boundaries of the City are hereby redefined to include the real property described in
44 Section 1 hereof.

45 **Section 6.** Annexation. The real property, described in Section 1 above, shall continue to be classified as
46 follows: COMMERCIAL under the land use classifications as designated on the Future Land Use Plan Map of the
47 County Comprehensive Plan and classified as COMMERCIAL INTENSIVE (CI) under the zoning districts as
48 designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or
49 amended by appropriate ordinance of the City.

50 **Section 7.** Effective January 1, 2025, all real property lying within the boundaries of the City, as hereby
51 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general
52 and special assessments.

53 **Section 8.** All persons who have been lawfully engaged in any occupation, business, trade or profession,
54 within the area, described in Section 1 above, upon the effective date of this ordinance under a valid
55 license or permit issued by the County and all other necessary state or federal regulatory agencies, may
56 continue such occupation, business, trade or profession within the entire boundaries of the City, as herein
57 defined, upon securing a valid occupational license from the City, which shall be issued upon payment of
58 the appropriate fee, without the necessity of taking or passing any additional examination or test which
59 otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

60 **Section 9.** The City Clerk is hereby directed to file, within seven (7) days of the effective date of this
61 ordinance, a certified copy of this ordinance with the following:

- 62 a) Florida Department of State, Tallahassee, Florida;
- 63 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 64 c) Clerk of the Circuit Court of the County;
- 65 d) Chief Administrative Officer of the County;
- 66 e) Property Appraiser of the County;
- 67 f) Tax Collector of the County; and
- 68 g) All public utilities authorized to conduct business within the City.

69 **Section 10. Severability.** If any provision or portion of this ordinance is declared by any court of competent
70 jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of
71 this ordinance shall remain in full force and effect.

72 **Section 11. Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby

73 repealed to the extent of such conflict.

74 **Section 12. Effective Date.** This ordinance shall become effective upon adoption.

75 **Section 13. Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,
76 Florida Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.

77 NOTICE TO BOARD OF COUNTY COMMISSIONERS, transmitted by certified letter, by the City Clerk of the
78 City of Lake City, on the 15th day of March, 2024.

79 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City
80 Clerk of the City of Lake City, Florida on the 28th day of March, 2024 and on the 4th day of April, 2024.

81 PASSED UPON FIRST READING on the ___ day of May 2024.

82 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City
83 Clerk of the City of Lake City, Florida on the ____ day of _____, 2024.

84 PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum
85 present and voting, by the City Council this ___ day of _____ 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

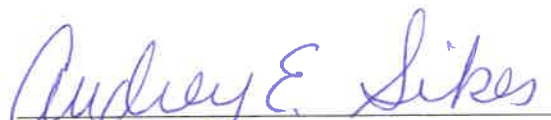
Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

Certification

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



AUDREY E. SIKES, MMC
City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance 2024-2284- Annexation of real property within Columbia County.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance:

The voluntary annexation of a parcel of land contiguous to the boundaries of the City of Lake City, FL.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Zero

4. Additional information the governing body deems useful (if any):

City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).

File Attachments for Item:

9. Discussion and Possible Action: City donation to Richardson Community Center for their 2024 Summer S.T.E.M. Camp in the amount of \$35,000.00 (100 campers x \$350 registration fee).
(Council Member Chevella Young)



Richardson Community Center will be hosting our 2024 Summer S.T.E.M. Camp. Our camp begins June 10, 2024 and ends July 26, 2024 Monday thru Friday, 8AM to 5PM serving children ages 6-12. This year we are excited about adding a new program targeting children ages 13 & 14, our goal is to engage them in positive activities throughout the summer. Our program fee includes: field trips, skating, bowling, swimming, and team sports. We also provide breakfast & lunch daily.

The fun doesn't stop there! We are thrilled to announce "Unity Day". This day is set aside to unify and celebrate our campers, their families and our community. We plan to provide lunch for about 200 people. We also plan to have bounce houses, water slides, face painting, carnival games with prizes along with a DJ.

"NO CHILD LEFT BEHIND" is our goal this summer. We do not want to have any child left behind based on their ability to pay. Every child deserves the opportunity to participate in everything that the summer camp offers. With your sponsorship you can help us to make sure *no child is left behind*.

Registration fee \$350	X (100)	Number campers	Total amount	\$35,000
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Humbly submitted,

Mike Ferrell
RCC Director



PO Box 764 • 255 NE Coach Anders Ln. Lake City, FL 32056
386-466-9738

File Attachments for Item:

10. Discussion and Possible Action: Consider appointing up to three (3) of the following applicants to serve on the Planning and Zoning Board, the Board of Adjustments, and the Historical Preservation Agency:

Dante Brown
Brenda Douglass
Dana Jernigan
Kendria Jones
Darian A. Mayo
Schara Wilson
John Woolum

Listed below are the three (3) vacant office/seats:

Office/Seat A - Term expiration: 10/31/2026

Office/Seat D - Term expiration: 10/31/2027

Office/Seat F - Term expiration: 10/31/2024

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

RECEIVED
MAY 07 2023

Dear Applicant:

BY: Dly

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Dante First Name Brown Last Name Middle Initial

194 NE Coach Anders Lane
Home Address

Lake City City FL State 32025 Zip

386-466-5803 Phone Number 386-466-5803 Cell# dantebrown077@gmail.com Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

See attached

Dante Brown

194 NE Coach Anders Lane, Lake City, FL 32055

(386) 466-5803

dantebrown077@gmail.com

PROFESSIONAL SUMMARY

Customer-focused and experienced working directly with the public to ensure their satisfaction. Recent college graduate eager to join and add value to the City of Lake City Planning and Zoning Board.

EDUCATION

<i>Georgia Military College</i>	Associate of Applied Science Degree	Milledgeville, GA	08/2022 – 03/2024
<i>Columbia High School</i>	High School Diploma	Lake City, FL	08/2017 – 05/2021

EMPLOYMENT HISTORY

<i>Tilloston Lawn Care/LandWise</i>	Landscape/Lawn Care	Lake City, FL	02/2021 – Present
-------------------------------------	---------------------	---------------	-------------------

- Responsible for the cultivation and care of the landscaping assignments of assigned clients.
- Cut lawn using hand, power or riding mower, trim and edge sidewalks, flower beds, and walls.
- Apply pesticide to rid grounds of pests.
- Maintain grounds including trimming, weeding, and general clean-up.

Royalty Healthcare Inc.

Non-Emergency Medical Transportation Assistant	Lake City, FL	07/2020 - Present
--	---------------	-------------------

- Provide support to medical transportation drivers in performing inspections on assigned vehicles.
- Assist with safely transporting ambulatory, wheelchair, and/or stretcher clients to and from their designation.
- Follow assigned schedule from dispatch team.
- Deliver top-notch customer service for clients being transported to a variety of destinations.
- Fuel and maintain basic maintenance on assigned company vehicles.
- Maintain trip logs to provide to dispatch daily.

VOLUNTEER EXPERIENCE

<i>Columbia High School Varsity Girls Basketball</i>	Lake City, FL	Trainer/Mentor	07/2019 – Present
--	---------------	----------------	-------------------

- Work with young adults age 13 – 19 years old to improve academic success and athletic abilities.
- Assist with homework and skill development of basic basketball skills.
- Positive role model for youth participants and in the community.
- Exhibit sound judgment while executing teaching responsibilities and functions.
- Recommend and order equipment, supplies, and uniforms.
- Teach sport-specific skills in a clear, safe manner.
- Help supervise practices, travel, and contests, while always prioritizing safety.

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Rec'd 5/15/24
@ 9:17am via email
also

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

BRENDA DOUGLASS J
First Name Last Name Middle Initial

310 SE MONROE ST
Home Address

LAKE CITY FL 32025
City State Zip

386-365-8855 BDOUGLASS462@GMAIL.COM
Phone Number Cell# Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: HISTORIC PRESERVATION AGENCY

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

THROUGH RECENT EVENTS A GOOD WORKING KNOWLEDGE OF THE LDR AND AS A RESIDENT OF THE HISTORIC DISTRICT A STRONG INTEREST IN PRESERVATION OF SAID DISTRICT.

While not required, please feel free to attach a resume to this application.

Sikes, Audrey

From: Brenda Douglass <bdouglass@frenveyinc.com>
Sent: Wednesday, May 15, 2024 9:17 AM
To: Sikes, Audrey
Subject: Application
Attachments: P-Z application.pdf

Good morning!

Chris Lydick recommended that I email this application directly to you. I dropped it off a couple of months ago but I'm pretty sure it was not you that I handed it to and maybe it was lost because I haven't heard anything one way or another. Chris said to ask that the application be placed on the agenda at the next possible meeting for consideration.

Thank you in advance and if I need to do anything else, please let me know.

Brenda Douglass
[Frenvey, Inc.](#)
P.O. Box 2095
Lake City, FL 32056
Ph: 386-752-0067
Fax: 386-755-1597

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Rec'd 5/13/24
@ 4:37 pm via
email
als

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Dann Jernigan K
 First Name Last Name Middle Initial

312 NE Patterson Ave
 Home Address

Lake City FL 32025
 City State Zip

386-623-9124
 Phone Number Cell# Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board _____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

See Attachment

DANA KATRICE JERNIGAN

312 Ne Patterson Ave. – LAKE CITY, FL 32025 | djernigan27@yahoo.com | 386-623-9124

OBJECTIVE Seeking challenging opportunities in retail

SKILLS & ABILITIES

- Over 15 years of experience in retail store management
- Excellent customer service skills
- Communication and interpersonal skills
- Strategic Sales management
- Office skills: Computer literate with a knowledge of Windows, Microsoft Applications and internet capabilities.

EXPERIENCE **ADVANCED MEDICAL SUPPORT ASSISTANT/ASSISTANT AOD**
DEPARTMENT OF VETERANS AFFAIRS – LAKE CITY, FL 2019

- Verify travel arrangements with patients/caregivers assigned VA drivers
- Answer phone and give pick-up info/verify arrangements as assistance for contracted vendors.
- Contact drivers to notify with changes/cancelations to arranged travel.
- Updated/correct phone data from unscheduled visits list
- Print list for both Lake City and Gainesville's unscheduled visit.
- Document each update on workload log.
- Answer phone calls for both Admission/Registration and Administrator On Duty.
- Re-directing calls to proper clinics/departments
- Listen to veteran's/family/employee or vendor concerns (sometimes extensively empathetically).
- Provides source information such as contact phone numbers or processes to resolve needs/concerns.
- Contact EMS or 22/Engineering (from phone request) via radio or cisco number.
- Assist with ED staff with check-ins and labels requests via phone calls.
- Update patient information in Vista via phones for patients and other employees.
- Explain policies and processes for many hospital and VA functions.
- Document On-call request information from doctors when Administrator on Duty is busy.
- Note requests for on-call x-ray or C.T. techs when Administrator on Duty busy. (Verify stat request in CPS and lab results when needed, look up tech on duty, contact and document in callbook).
- Means Test or Co-pay Test Processing
- Process in-person financial assessment tests as patients require. Data entry in Vista.
- Explain thresholds and how they affect eligibility for benefits.
- Registration of New Patients
- Review documents prior to entry to verify pre-eligibility of veterans. Pre-interview with other required questions if needed prior to entry of registration.
- Verify patents data is not already in computer by search with full social security number.
- Discharge patients from day-surgery clinics or in-house resident programs such as SARRP.
- Admit patients to SARRP or PPRT programs.
- Switch beds
- Verify bed available for requested switch; delete bed assignment if not available due to multiple beds switching using Vista.
- Emergency Department check-ins.
- Admissions
- In-House Death notification
- Release of information process to other facilities
- After hours Telephonic Authorizations
- Implementation of New Regulations and Processes
- Monitor Environment/Respond if needed.
- Process Travel Reimbursement for Veterans

BENEFICIARY TRAVEL

DEPARTMENT OF VETERANS AFFAIRS - LAKE CITY, FL 2022

- Communicating with veterans about their travel vouchers they submit to be processed from each appointment so they can receive reimbursement.
- Call veterans to let them know their missing documents so their travel reimbursement can be processed.
- Reach out to the veterans Community Care facility to fax proof of community care appointment so there will be no delay in veterans travel claims.
- Mail veterans paper travel vouchers in the mail so they will not have to travel to the facility to pick them up.
- Answer phone calls and door entries concerning travel
- Process 50 claims in VISTA an hour.
- Answer all inquiries of Veterans and their family members/care givers questions about any vouchers that have been processed in VISTA.
- Scan vouchers in Fiscal-Bene Travel Payment folder.
- Resubmit Veterans claims if haven't been processed.
- Always use Customer services when speaking with a veteran in person or on the phone.

NON-CLINICAL SITTER

DEPARTMENT OF VETERANS AFFAIRS – LAKE CITY, FL 2022

- Provide Safety for patient/ Be Professional
- Maintain Respectful Demeanor/Introduce yourself to patient/Explain your role
- Maintain Confidentiality
- Assure Patient's Dignity/Give firm & kind instructions to encourage relaxation.
- Infection Control/Hand washing
- Remain Calm promotes a calm patient/Refrain from using a loud rapid voice
- Promote a safe, caring, patient focused environment.
- Avoid giving Advice or Arguing
- Report any Changes to patient RN, ask for help when needed.
- Complete unit documentation/discuss with charge nurse or supervisor for rotations.
- Sit with patient one on one
- Assist with patient's ADL's and patient care.
- Provide Constant Observation
- Never leave the patient alone.
- Never leave the unit with the patient, unless directed or permitted to do so by the supervising nurse.
- Remain, alert and attentive always
- Interventions/Keep supervising nurse aware of any changes in patient behavior, attitudes, verbalizations, expressions, etc.
- If there are any behaviors that require immediate attention, request immediate assistance.
- Set Boundaries/Do not sit on patient's bed
- Do not touch patient unless providing nursing care and a nurse is present or you have been given approval.
- Provide Patient Centered Care
- Avoid Traps/Do not become pals/ Do not take sides/Do not provide them with anything special.

DENTAL ASSISTANT

FLORIDA DEPARTMENT OF HEALTH – LAKE CITY, FL

2016 – 2018

- Greeted and prepared patients for dental examinations.
- Assist dentist at chair side by preparing operatory for procedure.
- Assist in performing duties of front desk.
- Provides information to the public regarding available services, local policies and procedures, collection and payment responsibilities.
- Perform billing and data entry as assigned.

DENTAL ASSISTANT

ASPIRE DENTAL GROUP - LAKE CITY FL

2012 - 2016

- Assisted in routine general dental procedures using concepts of four-handed dentistry.
- Assisted in specialized dental procedures, such as oral surgery, implant placement and restoration.
- Provided chair side assistance, to include set up of operatory/surgical suite, passes instrument safely.
- Assisted Dentist in charting and treatment plans in patient records.

YOUTH CARE WORKER

INTERFACE YOUTH PROGRAM - LAKE CITY, FL

2006 - 2016

- Complete and compile an intake/admission package to gather information from the youth.
- Monitor teenage runaways ranging from the age limited of 12 to 18 years of age.
- Assist them with their care away from home.
- Conduct group meeting with the teenagers about life skills.
- Follow all state rules and regulations concerning Department of Children and Families Service (DCF) when accepting children into the program because of the confidentiality.
- Transport the youths to various appointments and special outings. Make travel arrangements for youths before being discharged.

FRONT-END AND PRICING MANAGER, CASHIER

WINN-DIXIE LAKE CITY, FL

1999 - 2012

- Manage inventory, production, pricing integrity, merchandising, labor, security, expense control and other operational processes to company standards.
- Ensure the department is merchandised in accordance with the preferences of the community.
- Maintain shelf allocations to always ensure the availability of products.
- Ensure team members greet, assist, provide efficient service and thank

- customers in a prompt, courteous, friendly and business-like manner in order to promote the company image as a service-oriented operation.
- Ensure the departments are well maintained and meet or exceed company standards for appearance.
- Supervise, train and develop team members in accordance with company policies and procedures.
- Evaluate department conditions and operations to determine strengths and areas for improvement; reinforce strengths while developing and implementing improved practices and procedures.
- Ensure company standards for safety, proper food handling practices, sanitation and productivity are maintained.
- Ensure special cuts and customer requests are fulfilled.
- Responsible for scheduling department employees.
- Perform other job-related duties as assigned.
- Review interprets and act on information in company reports in order to improve performance in a given area (i.e. items pre-minute or voids).
- Organize and manage the accounting functions and records.
- Follow all company accounting and reporting policies and procedures.
- Made large amount of deposit and transactions to the bank weekly.
- Closed out cashier drawers and had to make sure of checks and balance.
- Oversee and ensue prompt, efficient and accurate check out for customers.
- Maintain productive, clean, organized, well-stocked front-end operation within stated guidelines.
- Exhibit, train, ensure and enforce proper scanning and bagging procedures.
- Assist in training other department associates on company's front-end.
- Managed and write out the front-end schedules in order to achieve first class service while achieving expense control objectives.
- Notify store Manager in advance if scheduling problems arise.
- Ensure and monitor proper safety practices. Immediately address customer issues/complaints and resolve to full satisfaction of customer, within company guidelines.

EDUCATION LAKE CITY COMMUNITY COLLEGE - LAKE CITY, FL

- Phlebotomy
- HIV/AIDS Course April 20, 2009
- Received EKG Certificate May 7, 2009
- Concorde Career Institution Jacksonville, FL United States
- Professional 12/2000
- Dental Assistant Diploma December 2000
- EDA Certificate 2000 (Expanded Duties of Dental Auxiliary Personnel)

COLUMBIA HIGH SCHOOL - LAKE CITY, FL UNITED STATES

- High School Diploma

NON-CLINICAL SITTER EDUCATION – LAKE CITY, FL NF/SG VA MEDICAL CENTER

- Supervisor approval

- Basic Life Support Certification
- Completion of competency for non-clinical attendants
- Required TMS training (certificates)
- Close Observation of Medical-Surgical Patients, 118-15, 02/27/19
- Close Observation of Community Living Center (CLC) Residents, 11F-60, 08/24/13
- Patient abuse and neglect (VA 1334005)
- Infection control Part 1,2,3,4 and 5 (VA 1334002)
- Patient safety goal national (VA 3919744)
- Restraints (NEF 14358)
- Prevention of workplace harassment (VA 8872)
- Dementia Care 111-Understanding and managing difficult behaviors (NFED 13747)

LEADERSHIP SHILOH MISSIONARY BAPTIST CHURCH – LAKE CITY, FL

- Communication Specialist
- Young Matron Society 18-40 age group
- Youth Director
- Coordinator for Summer Vacation Bible School

REFERENCES Dr. Allison Johnson, Dentist

Miles and Smiles Dental
(Cell): 910-431-2210

Dr. Rameek McNair, Dentist

Aspire Dental Group
Office: 386-752-2336

Nakisha Smith, Medical Clerk

VA Medical Center
Cell: 386-965-0072

Amy Dobson, Nursing Assistant VA Medical Center

Cell: 386-697-1517

PAGE 2

Gill, Alina

From: Angelo, Robert
Sent: Monday, May 13, 2024 4:37 PM
To: clerk@lcfla.com; Young, David
Subject: P&Z Application for Dana Jernigan
Attachments: P&Z Application for Dana Jernigan.pdf

Clerk's Office,

Sylvester Warren turned the attached application into Dave Young. Dave asked me to send it to you and we will turn the paper copy in to you tomorrow. They are located in the City limits.

Thank You
Robert Angelo
City of Lake City
Growth Management
growthmanagement@lcfla.com
386-719-5820



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Rec'd 5/20/24
In person from G.M.
me

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Kendria Jones N
First Name Last Name Middle Initial

842 SE Saint John Street
Home Address

Lake City FL 32095
City State Zip

386-623-3414
Phone Number Cell# Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____

- Planning and Zoning Board _____
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

Please see attached

KENDRIA N. JONES
842 SE SAINT JOHN STREET- LAKE CITY, FL 32025
jones.kendria@yahoo.com
(386) 623-3414

QUALIFICATIONS

I have over 10 years' experience as a member of the Classification Department as an Administrative Clerk Record's Clerk, Sentence Specialist, Case Manager, and Release Officer as well as over 3 years experience as a judicial assistant.

EDUCATION

Columbia High School, High School Diploma,	Lake City, Florida June 1999
American InterContinental University Bachelor's Degree in Criminal Justice & Case Management	Schaumburg, IL July 2016-February 2017
Strayer University Master's Degree in Public Administration	Jacksonville, FL October 2017-September 2020

PROFESSIONAL EXPERIENCE

Corrections Corporation of America

**Classification Release Officer/Sentence Specialist/Case Manager August 2009-
Present**

- Work closely with ADO Staff and Department Heads to resolve any/all discrepancies
- Ensure that all information relating to cases are accurate and appear as it were imposed
- Handle all end of sentence documentation
- Input and update information in system pertaining to the release of inmates
- Communicate closely with various correctional facilities throughout the state of Florida
- Prepare necessary documentation for inmates pending outside court appearances
- Assist with the onboarding and training of new clerks and case managers
- Maintain an exceptional daily working relationship assisting and facilitating others to accomplish goals set by administration and other departments
- Make contact with Florida Department of Corrections to ensure any and all discrepancies with inmate sentences are corrected
- Contact Central Office advising the imposition of amended, vacated, and new sentences
- Assist the Release Officer with verifying inmate's planned place of residency upon release
- Assist inmates with ensuring they are identification ready prior to release as an attempt to reduce recidivism
- Answer inmate's request pertaining to issuance of gain time, court imposed sentence, phone request, or other inmate needs or concerns
- Counsel with inmates regarding appropriate program placement and skills necessary for successful re-entry to the community upon release, coordinate placement of the inmate into the programs, monitor and evaluate progress and ensure completion of programs is documented in the inmate records.

- Assist the Classification Supervisor in the review and implementation of appropriate departmental policies and procedures
- Act as Classification Supervisor as necessary

Wainwright Judicial Services,

**Judicial Assistant
August 2009**

October 2006-

- Attend court hearings
- Prepare official documents such as affidavits, warrants, and other court correspondences
- Obtain personal and confidential information from offenders whom have been sentenced to probation
- Ensure that all terms of probation are being followed and completed in the time allotted
- Provide sentence information and instruct offenders on the terms of their probation
- Communicate with various departments within the judicial system to provide, collect, and maintain information on the offenders in which the office is responsible for supervising

BellSouth Telecommunications,

Call Center Lead

January 2000-August 2006

- Provide general information to the public to include addresses, telephone numbers for residential and commercial customers
- Supervise and assist a team of up to 50 communications employees with incoming customer calls
- Managed call quality and conflict resolution
- Managed work schedules of team members based on need and availability

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

RECEIVED
MAY 07 2023

Dear Applicant:

BY: *[Signature]*

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

<u>Dorian</u>	<u>Mayo</u>	<u>A.</u>
First Name	Last Name	Middle Initial
<u>194 NE Coach Anders Lane</u>		
Home Address		
<u>Lake City</u>	<u>FL</u>	<u>32055</u>
City	State	Zip
<u>386-344-9669</u>	<u>386-344-9669</u>	<u>dorianmayo@icloud.com</u>
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

- Beautification Advisory Committee _____
- Community Redevelopment Advisory Committee _____
- Utility Advisory Committee _____
- Planning and Zoning Board
- Board of Trustees – Municipal Firefighters Pension Trust Fund _____
- Board of Trustees – General City Employees Retirement Plan _____
- Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____
- Charter Review _____
- Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

See attached

Darian A. Mayo

194 NE Coach Anders Lane, Lake City, FL 32055

(386) 344-9669

darianmayo@icloud.com

PROFESSIONAL SUMMARY

An enthusiastic, resourceful and dedicated entrepreneur and property manager with excellent analytical skills and a demonstrated commitment to providing great customer service. Collaborative team player with superior work ethic, committed to the growth and development within an organization. Strong organizational abilities with proven success as an entrepreneur as well as with managing multiple residential real estate properties and volunteering time to mentorship of the youth. Well-rounded and professional team player eager to join the City of Lake City Planning and Zoning Board.

EDUCATION

Montverde College Preparatory Academy

Montverde, FL

05/2021

High School Diploma: GPA 3.5, Dean's List

EMPLOYMENT HISTORY

Royalty Healthcare Inc. (Owner)

Non-Emergency Medical Transportation Assistant Driver (as needed) Various Counties 07/2020 - Present

- Provide support to medical transportation drivers in performing inspections on assigned vehicles.
- Ascertain that assigned vehicles are properly equipped with required equipment, including wheelchair lifts and stretchers.
- Assist in mapping routes to destinations, by making good use of GPS and ordinary maps.
- Perform regular and predictive maintenance on vehicles, ensuring that they are kept clean at all times.
- Create and maintain logs of transports and ensure that dispatch teams are provided with current information regarding transport of patients.

FETA Enterprises

Real Estate Property Manager

Various Counties

07/2020 - Present

- Develop and maintain strong relationships with tenants, vendors, and contractors.
- Respond in timely manner to tenants' needs to meet lease obligations.
- Prepare and provide regular ownership reports, budgets, and other reports as needed.
- Manage all administrative tasks, including work orders, service requests, rent and expense payments, property maintenance, and vendor compliance requirements.

VOLUNTEER EXPERIENCE

Columbia High School Varsity Girls Basketball

Lake City, FL

Trainer/Mentor

07/2019 – Present

- Work with young adults age 13 – 19 years old to improve academic success and athletic abilities.
- Assist with homework and skill development of basic basketball skills.
- Positive role model for youth participants and in the community.
- Exhibit sound judgment while executing teaching responsibilities and functions.
- Recommend and order equipment, supplies, and uniforms.
- Teach sport-specific skills in a clear, safe manner.
- Help supervise practices, travel, and contests, while always prioritizing safety.

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Rec'd 5/28/24
@ 4:16 PM via
email as

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Schara Wilson
First Name Last Name Middle Initial

884 NW Texas Ave
Home Address

Lake City FL 32055
City State Zip

386-344-3655 Schara.Wilson12@gmail.com
Phone Number Cell# Email

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Beautification Advisory Committee _____
Community Redevelopment Advisory Committee _____
Utility Advisory Committee _____

Planning and Zoning Board X
Board of Trustees – Municipal Firefighters Pension Trust Fund _____
Board of Trustees – General City Employees Retirement Plan _____
Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

See attached

Schara Wilson

Business, Customer Service and Community Arts

Lake City, FL 32055

schara.wilson12@gmail.com

+1 386 344 3655

Business Office Operations

Experience in Quality Customer Service

Experience in Community Arts Planning and Organizing

Authorized to work in the US for any employer

Work Experience

Community Artists and Planner

Visionworld Center Inc - Lake City, FL

January 2014 to Present

Implementing of Business duties such as

Advertising, handling monies and Customer Service

Planning and Implementing fun activities ages 7-77

Implementing of community Arts Shows

Implementing of Theatrical Plays

Planning and Organization of programs

Lesson planning

Individual working

Team working to provide quality program

Presented friendliness to ensure great atmosphere

Teacher

Columbia County School System - Lake City, FL

March 2009 to October 2020

Teaching children and teenagers and Adults grades 6-12.

Teacher Educational Classes and Studies and Ideas for overall Student Betterment and Success.

Cooperative and Individual Quality Lesson Planning and Implementation and delivery of Lessons for diverse learning techniques.

Implementation of lessons and learning materials and learning gear.

Goal Setting and Achievement for overall Success.

Parent Teacher Meetings

Staff/Administrative meetings

Teacher Parent Quality Lesson Planning for Students Enhanced Education.

Waitress

Fazolli's Italian Restaurant - Lake City, FL

October 1997 to October 1998

Waitress and Cashier:

Customer Service of receiving and placing customers orders.
Fulfilling customer food and drink orders and tending to what other utilities they needed and wanted.
Made sure the restaurant tables and floors were cleaned, sweeping and moping.
Made sure forks, knives and napkins were stocked.
Made sure drink machine and counters were clean and organized.
Make sure register was balanced and all orders were accurate and matched.
Worked with other waitresses and cook staff to ensure orders were delivered to customer tables on time.
Displayed friendly customer service.
Tenders to other duties requested by the manager.

Education

College

Skills

- Grocery store
- Kitchen experience
- Guest services (10+ years)
- Hospitality (2 years)
- Organizational skills (7 years)
- Property management
- Fair Housing regulations
- LIHTC (1 year)
- Cash register (1 year)
- Experience with children (10+ years)
- Classroom experience (5 years)
- Yardi

Awards

Awarded Ms HBCU Edward Waters College 2006

May 2006

Awarded Leadership at Edward Waters University Private College Jacksonville, Fl

Certifications and Licenses

Educator License with Stipulations

Additional Information

Featured in Black College Magazine

Featured in Ebony Magazine
Featured in Current Magazine of Lake City, FL

Sikes, Audrey

From: Angelo, Robert
Sent: Tuesday, May 28, 2024 4:16 PM
To: clerk@lcfla.com
Cc: Young, David
Subject: P&Z Application for Schara Wilson
Attachments: P&Z Application for Schara Wilson.pdf

Clerk's Office,

Sylvester Warren turned in the attached application for Schara Wilson. I have verified that the address on the application is within the City of Lake City, city limits.

Thank You
Robert Angelo
City of Lake City
Growth Management
growthmanagement@lcfla.com
386-719-5820



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City officials regarding City business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

Rec'd 5/28/24
in person 11:55am WJ

CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

JOHN WOOLMUM W.
First Name Last Name Middle Initial

1285 NW, DAKOTA GLEN
Home Address

LAKE CITY FL. 32055
City State Zip

386-758-7553 384-965-8100 CGT GRAPHICS @
Phone Number Cell# Email CGM.AE.COM

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LOCAL BUSINESS OWNER IN LAKE CITY FOR
OVER 32 YEARS.