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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

January 03, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

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

### Pledge of Allegiance

Invocation - Mayor Stephen M. 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.***

Minutes - None

### Approval of Agenda

### Persons Wishing to Address Council

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

Approval of Consent Agenda - None

### Presentations

1. Mr. David Kraus, County Manager, regarding Richardson Community Center - Transfer of Land

**Old Business**Other Items

2. Discussion and Possible Action - Fire Pension Board Appointee (Mayor Stephen Witt)
3. Discussion and Possible Action - Planning and Zoning Board (Mayor Stephen Witt)

**New Business**Ordinances

- [4.](#) City Council Ordinance No. 2021-2196 (first 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, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Adopt Ordinance No. 2021-2196 on first reading**

- [5.](#) City Council Ordinance No. 2022-2213 (first reading) - An ordinance of the City of Lake City, Florida, amending the City Code to add a new section numbered 86-110.17 to Article III, Chapter 86, which provides for the permanent closing, vacating, and abandoning of that portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and east of SW Montgomery Avenue, McFarlane Park Subdivision, a subdivision as per the plat thereof and recorded in Plat Book 423, page 604 of the public records of Columbia County, Florida; finding that the roadway was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway; providing for a reservation of utility easements; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing for an effective date.

**Adopt Ordinance No. 2022-2213 on first reading**Resolutions

- [6.](#) City Council Resolution No. 2021-175 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with American Sign Language Services Corporation to provide professional

interpreting services for video remote interpreting requests; and providing for an effective date.

- [7.](#) City Council Resolution No. 2021-187 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the contract between the City and Legacy Water Group, LLC; providing for the installation of the west gravity sewer system at the Interstate 75 and State Road 47 interchange as additional work to the initial agreement; providing for the additional cost not-to-exceed \$139,000.00; and providing for an effective date.
- [8.](#) City Council Resolution No. 2021-190 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Change Order Number Two to the contract between the City and SGS Contracting Services, Inc.; providing for additional services to be performed at the St. Margaret's Wastewater Treatment Facility; providing for the replacement of the north aeration basin drain valves; providing for additional grit removal; providing for an extension of ninety (90) days to both the project substantial completion date and the project final payment date; and providing for an additional cost not-to-exceed \$587,050.20.
- [9.](#) City Council Resolution No. 2021-191 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Third Judicial Circuit Mutual Aid Agreement between municipalities and Sheriffs of counties located in the Third Judicial Circuit of Florida, through the Lake City Police Department.
- [10.](#) City Council Resolution No. 2022-001 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Columbia County Sheriff's Office; providing for an effective date.
- [11.](#) City Council Resolution No. 2022-002 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc.; Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services to victims and survivors of domestic violence.
- [12.](#) City Council Resolution No. 2022-003 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc.; Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services that are provided to adult and adolescent victims and survivors of rape.
- [13.](#) City Council Resolution No. 2022-004 – A resolution of the City Council of the City of Lake City, Florida, appointing members to the Board of Adjustment in accordance with Ordinance 2021-2201; providing for the terms of offices of the

Board of Adjustment to run concurrently with the terms of offices of the Planning and Zoning Board; and providing for an effective date.

14. City Council Resolution No. 2022-006 – A resolution of the City Council of the City of Lake City, Florida, authorizing a salary adjustment of the Interim City Manager Paul Dyal; providing for a salary adjustment in the equivalent of \$120,000.00 per fiscal year; and providing for an effective date.

#### Other Items

15. Discussion and Possible Action - Camera surveillance in regard to gun violence in the community (Mayor Stephen Witt)

#### **Departmental Administration**

16. Agreement with County regarding Growth Management Department Services (Presenter: Interim City Manager Paul Dyal)

#### **Comments by Council Members**

#### **Adjournment**

#### **YouTube Chanel Information**

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

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

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

**File Attachments for Item:**

4. City Council Ordinance No. 2021-2196 (first 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, LDR21-05, by the City Council, providing for amending section 4.14.3, entitled permitted accessory uses and structures by revising regulations pertaining to the use of public rights-of-way for outdoor seating by restaurants and other businesses within the "C-CBD" Commercial, Central Business District; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Adopt Ordinance No. 2021-2196 on first reading**



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

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

December 15, 2021

Mr. Michael Williams  
Interim City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055-3918

TRANSMITTED VIA ELECTRONIC MAIL ONLY

RE: Application No. LDR 21-05 (City Council)

Ordinance  
Concerning an Amendment to the  
Text of the Land Development Regulations

Dear Mike:

Please find enclosed the above referenced ordinance for first reading only. Prior to the second reading of the ordinance, an ordinance for adoption and signature will be sent to the City.

If any changes are made to the document, please send a copy of the changes made in strike-through underline format to me.

The City Attorney should review the ordinance as to legal form and sufficiency.

If you have any questions concerning this matter, please do not hesitate to contact Sandra Joseph, Senior Planner, at 352.955.2200, ext. 111.

Sincerely,

Scott R. Koons, AICP  
Executive Director

Enclosure

SRK/cf

xc: Joyce Bruner, Executive Assistant  
Frederick Koberlein Jr., City Attorney  
Audrey Sikes, City Clerk

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ORDINANCE NO. 2021-2196

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 21-05, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 4.14.3, ENTITLED PERMITTED ACCESSORY USES AND STRUCTURES BY REVISING REGULATIONS PERTAINING TO THE USE OF PUBLIC RIGHTS-OF-WAY FOR OUTDOOR SEATING BY RESTAURANTS AND OTHER BUSINESSES WITHIN THE "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

WHEREAS, the City Council has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

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

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

Section 1. Pursuant to an application, LDR 21-05, by the City Council, to amend the text of the Land Development Regulations, Section 4.14.3, entitled "C-CBD" Commercial, Central Business District, Permitted Accessory Uses and Structures, is hereby amended to read, as follows:

## SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT

### 4.14.3 PERMITTED ACCESSORY USES AND STRUCTURES

1. Uses and structures which:
  - a. Are customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures.
  - b. Are located on the same lot as the permitted or permissible use or structure, or on a contiguous lot in the same ownership.
  - c. Do not involve operations or structures not in keeping with the character of the district.
2. On-site signs (see also Section 4.2)
3. Restaurants may have seating outside which shall be included as seating for regulatory purposes; outside seating shall be included in State license from the Florida Department of Business and Professional Regulations; outside seating shall in no way impede ingress/egress for the business; access along sidewalk right-of-way shall not be less than ~~four (4)~~ **six (6)** feet at any time; **as required by Florida Accessibility Code for Building Construction and Americans with Disabilities Act**; seating shall in no way interfere with visibility at curb breaks. Outside seating requires application approval. Application requires a one (1) time fee **of seventy-five dollars and no cents (\$75.00)**; however, if revoked, it is revoked for the remainder of the calendar year. An applicant may reapply after January 1 and shall be subject to another fee.
  - ~~(a) Tables and chairs shall be brought inside when the sidewalk cafe is not in operation.~~
  - (b) a) Tables, and chairs, and substantial barriers provided with sidewalk cafe restaurants or bars located on public rights-of-way shall be of quality, design, materials, size, elevation, and workmanship both to ensure the safety and convenience of users and to enhance the visual quality of the urban environment. Design, materials and colors shall be approved by the City Council based upon a recommendation by the Downtown Action Corporation Board of Directors Historical Preservation Board and the issuance of a Certificate of Appropriateness prior to the issuance of the sidewalk cafe outdoor seating on public right-of-way permit.**
  - (e b) Alcohol shall not be permitted on public property may be permitted on public rights-of-way with prior approval by the City Manager and proof that the Florida beer, wine and/or liquor license and the restaurant license includes this area and number of patrons located on public rights-of-way on their licenses and the area is separated from the rest of the public right-of-way by a substantial barrier. Alcohol may be consumed within this barricaded area and the establishment owner is responsible to ensure that no containers containing beverages are removed from this barricaded area. The restaurant or bar shall only serve beverages in the outdoor seating area in plastic containers with a maximum of sixteen (16) ounces in size. Each plastic container shall be imprinted with the restaurant or bar logo or name.**
  - (c) Barriers are defined as any method of separating the seating area from the remainder of the public right-of-way as approved by the City Manager and the Growth Management Director.**

- ~~(e-d)~~ On-site, outside seating shall have distinguishable barriers from other uses and provide required egress functions **and shall be approved by the City Manager and the Growth Management Director.**
- ~~(f e)~~ **The City Manager may close the use of public rights-of-way during City sponsored events.**
- ~~(g-f)~~ **Tables and chairs located on the public rights-of-way without barriers shall be available for the general public to utilize and not exclusively for patrons of the restaurant or bar when not enclosed by an approved barrier.**
- ~~(h g)~~ **Restaurants and bars placing tables and chairs on public rights-of-way shall provide a minimum of three million dollars and no cents (\$3,000,000.00) liability insurance policy issued by a Florida licensed insurance company with the City listed as an additional insured.**
4. Other businesses may have a maximum of two (2) one (1) seat chairs displayed outside for seating purposes based on the width of the storefront. One (1) chair is allowed per fifteen (15) feet of storefront. Chairs shall in no way impede ingress/egress for the business; access along sidewalk right-of-way shall not be less than ~~four (4)~~**six (6)** feet at any time; seating shall in no way interfere with visibility at curb breaks. If two (2) chairs are allowed, one (1), two (2) seat bench may be substituted. Outside seating requires application approval. Application requires a one (1) time fee **of twenty-five dollars and no cents (\$25.00)**; however if revoked, it is revoked for the remainder of the calendar year. An applicant may reapply after January 1 and shall be subject to another fee.
- (a) Chairs shall be brought inside when business is not in operation.
- ~~(b)~~ **The City Manager, at his/her discretion, may close the use of public rights-of-way during City sponsored events.**
- ~~(b c)~~ Chairs shall be of quality, design, materials, size, elevation and workmanship both to ensure the safety of users and to enhance the visual quality of the urban environment. Design, materials and colors shall be approved by the ~~City Council~~ **based upon a recommendation by the Downtown Action Corporation Board of Directors Historical Preservation Board and the issuance of a Certificate of Appropriateness** prior to the issuance of the **outdoor seating on public right-of-way permit.**
- ~~(d)~~ **Tables and chairs located on public rights-of-way shall be available for general public to utilize and not exclusively for patrons of the business.**
- ~~(e)~~ **Businesses placing tables and chairs on public rights-of-way shall provide a minimum three million dollars and no cents (\$3,000,000.00) liability insurance policy issued by a Florida licensed insurance company with the City listed as an additional insured.**
5. On-site, outside sales and displays may be allowed in accordance with the following: On Marion Avenue one (1) display not to exceed twelve (12) square feet (ie: two (2) foot x six (6) foot table, display shelf or mannequin), not to exceed six (6) feet tall. On all other streets within the Commercial, Central Business District (C-CBD), on-site outside sales and display areas shall be limited to twenty-five percent (25%) of the lineal footage of the building front, from the building to the street right-of-way. For buildings on a corner lot, both street frontages may be considered if there is privately owned property between the building frontage and the street right-of-way. If the building abuts the street right-of-way, it cannot be considered for allowable display area.

- (a) On-site display areas shall not detract from required off-street parking nor shall they impede access along a sidewalk.
  - (b) Any and all outdoor displays shall not contain offensive language or gestures, shall not expose breasts, buttocks or genitals of mannequins.
  - (c) All displays of merchandise shall not be located in a manner that prevents free ingress or egress from any door, window or fire escape.
  - (d) All display racks shall be maintained in good condition, shall be capable of supporting merchandise placed upon such display rack, and shall be stable and not easily tipped over. Display racks shall not include sharp edges, protrusions or other features which may be hazardous to the public.
  - (e) All merchandise and the fixtures or devices on which the merchandise is displayed shall be moved inside the building or structure wherein the business is located during hours the business is not operated and during inclement weather, including, but not limited to, heavy rain or wind.
  - (f) At no time shall displays of merchandise, for sale or not for sale, be placed on the street right-of-way unless in conjunction with a City Council approved event in which streets are closed.
  - (g) On-site shall mean on the business premises as established by deed or lease agreement.
6. Flower planters by doorways are acceptable. Additional hanging plants or additional pots shall not be placed so as to cause the width of the sidewalk to be reduced below four (4) feet in width, nor shall they be erected or maintained in a manner that prevents free ingress or egress from any door, window, or fire escape, nor shall they interfere with visibility at intersections. The bottom of any hanging plant shall be at least eight (8) feet above the sidewalk and the top of container shall not extend above the level of the sills of the second-floor windows. Exceptions may be approved by the Land Development Regulation Administrator if the planters are not in the normal path of foot traffic. All flower planters shall be maintained in good repair and dead plants or flowers shall be removed promptly by the owner of the planter.

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

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

Section 4. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

Section 6. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 3rd day of January 2022.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

5. City Council Ordinance No. 2022-2213 (first reading) - An ordinance of the City of Lake City, Florida, amending the City Code to add a new section numbered 86-110.17 to Article III, Chapter 86, which provides for the permanent closing, vacating, and abandoning of that portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and east of SW Montgomery Avenue, McFarlane Park Subdivision, a subdivision as per the plat thereof and recorded in Plat Book 423, page 604 of the public records of Columbia County, Florida; finding that the roadway was abandoned by the City; finding that the closing of the roadway will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the roadway; providing for a reservation of utility easements; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing for an effective date.

**Adopt Ordinance No. 2022-2213 on first reading**

**ORDINANCE NO. 2022-2213**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBERED 86-110.17 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT CLOSING, VACATING, AND ABANDONING OF THAT PORTION OF LAUREL LANE LYING BETWEEN BLOCKS 17 AND 18 OF MCFARLANE PARK SUBDIVISION, AND EAST OF SW MONTGOMERY AVENUE, MCFARLANE PARK SUBDIVISION, A SUBDIVISION AS PER THE PLAT THEREOF AND RECORDED IN PLAT BOOK 423, PAGE 604 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; FINDING THAT THE ROADWAY WAS ABANDONED BY THE CITY; FINDING THAT THE CLOSING OF THE ROADWAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS TO CLOSE THE ROADWAY; PROVIDING FOR A RESERVATION OF UTILITY EASEMENTS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, McFarlane Park Subdivision, a subdivision recorded in Plat Book 423, Page 604, public records of Columbia County, Florida (herein “McFarlane Park, Subdivision”), contains various planned roadways that are neither open to nor used by the public; and

**WHEREAS**, maintenance of such unopened streets creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the “City”); and

**WHEREAS**, the City Council finds that a portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and East of SW Montgomery Avenue, has never been opened, maintained, improved, or used by the City or the public for any purpose; and

**WHEREAS**, the City Council finds that it is in the public interest to permanently close, vacate, and abandon that portion of Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and East of SW

Montgomery Avenue, and that the closing of said streets will not prevent any lot in the subdivision from having ingress and egress to and from a public street; and

**WHEREAS**, notice has been given to all utility companies holding franchises from the City for review and comment with respect to the permanent closing, vacating, and abandonment of that portion of SW Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and East of SW Montgomery Avenue.

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

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

**Section 2.** The Code of the City of Lake City is hereby amended by adding a section 17, Article III, to be numbered Section 86-110.17 which section reads as follows:

**Section 86.110.7** That portion of SW Laurel Lane lying between Blocks 17 and 18 of McFarlane Park Subdivision, and East of SW Montgomery Avenue, McFarlane Park Subdivision, a subdivision recorded in Plat Book 423, Page 604, Public Records of Columbia County, Florida (herein “McFarlane Park Subdivision”), is hereby permanently closed, vacated, and abandoned.

**Section 3.** The City shall convey by Quit Claim Deed to the record title owner that portion of SW Laurel Lane which is closed, vacated, and abandoned to the centerline of the vacated street which abut their respective properties.

**Section 4.** The City hereby reserves a perpetual easement over, under and above each of the vacated, closed and abandoned streets for the purpose of using said rights of way for all public utilities, including but not limited to water, sewer, gas and communication lines, drainage facilities, and other public utility facilities, and related appurtenances.

**Section 5.** The Mayor is hereby authorized to execute and deliver said Quit Claim Deeds as authorized herein.

**Section 6.** All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

**Section 7.** If any section, subsection, sentence, clause or phrase of this ordinance or particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**Section 8.** It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

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

**Section 9.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on the second and final reading this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

6. City Council Resolution No. 2021-175 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with American Sign Language Services Corporation to provide professional interpreting services for video remote interpreting requests; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2021-175**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH AMERICAN SIGN LANGUAGE SERVICES CORPORATION TO PROVIDE PROFESSIONAL INTERPRETING SERVICES FOR VIDEO REMOTE INTERPRETING REQUESTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida's (hereinafter the "City") Police Department, is required to provide American Sign language interpretation services in order to maintain the City's accredited status with the Florida Commission of Law Enforcement Accreditation; and

**WHEREAS**, American Sign Language Services Corporation (hereinafter "ASL Services") has agreed to provide English, Spanish, and American Sign language interpretation services to the City; and

**WHEREAS**, the City Council finds that it is in its best interest to contract with ASL Services for the interpretation services pursuant to the terms, provisions, conditions, and requirements of the *Contract Between the City of Lake City, Florida and American Sign Language Services Corporation*, a copy of which is attached as "Exhibit A" (hereinafter the "Contract").

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

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

**Section 2.** The Mayor is authorized to execute the Contract for and on behalf of the City.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to

ASL Services to exceed the Contract pricing. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and ASL Services shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND  
AMERICAN SIGN LANGUAGE SERVICES CORPORATION**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and AMERICAN SIGN LANGUAGE CORPORATION, having a mailing address of 3700 Commerce Boulevard, Suite 216, Kissimmee, Florida 34741 (herein referred to as "Contractor").

**WHEREAS**, the City desires to engage Contractor for the services identified in the Scope of Services found herein; and

**WHEREAS**, the Contractor desires to render the services identified in the Scope of Services and has the qualifications, experience, staff, and resources to perform those services; and

**WHEREAS**, the City in accordance with the requirements of law and City policy has determined that it is in the best interests of the City to enter into a contract with Contractor for the rendering of the services identified herein.

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

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

2. **Definitions:** The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms

pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to any incorporated attachments, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means American Sign Language Services Corporation which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services for trilingual interpretation services to provide English, Spanish, and American Sign language pursuant to the City's video remote interpreting requests more specifically identified in the *VRI – Video Remote Interpreting Agreement* (hereinafter the "Agreement") attached hereto and provided by the Contractor and by reference incorporated as a material part of this Contract.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to

provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible, or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

4. **Term of Contract:** The initial Term of this Contract commences on the Effective Date and continues for two (2) years. Following the initial Term, this Contract shall renew automatically for one (1) year periods until terminated as provided for herein. All Terms shall be contingent upon the City Council's adoption of an annual budget that includes the fiscal appropriation to satisfy this Contract. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City at the rates provided for in the attachment hereto and in accordance with the *Local Government Prompt Payment Act*. Invoices submitted by the Contractor shall not require the approval of the city council, however, any rate adjustments by the Contractor shall be construed as an amendment to this Contract and, therefore, require approval by the city council. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the commencement of work:

(a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and

(b) Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits of not less than \$300,000.00 per person and \$500,000.00 per occurrence and \$200,00.00 property damages; and

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

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

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All

insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work

or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain,

and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

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

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

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action

within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

15. **E-VERIFY:** As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

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

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, is the attached *VRI – Video Remote Interpreting Agreement*. This Contract and the identified attachment constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this Contract the term or condition of this Contract shall prevail and be binding. This Contract may be amended, supplemented, modified, or canceled only by a duly executed written instrument adopted by resolution.

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

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above subject to all other provisions contained herein.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

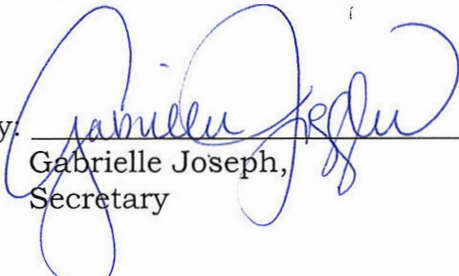
Approved as to form and legality:

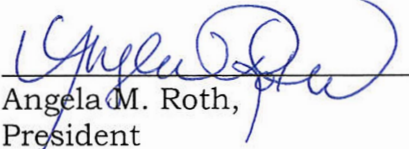
By: \_\_\_\_\_  
Audrey Sikes,  
City Clerk

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

ATTEST:

**AMERICAN SIGN LANGUAGE  
SERVICES CORPORATION**

By:  \_\_\_\_\_  
Gabrielle Joseph,  
Secretary

By:  \_\_\_\_\_  
Angela M. Roth,  
President

**File Attachments for Item:**

7. City Council Resolution No. 2021-187 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the contract between the City and Legacy Water Group, LLC; providing for the installation of the west gravity sewer system at the Interstate 75 and State Road 47 interchange as additional work to the initial agreement; providing for the additional cost not-to-exceed \$139,000.00; and providing for an effective date.

| MEETING DATE    |
|-----------------|
| January 3, 2022 |

# CITY OF LAKE CITY

## Report to Council

| COUNCIL AGENDA |  |
|----------------|--|
| SECTION        |  |
| ITEM NO.       |  |

**SUBJECT:** Legacy Water Contract "Amendment One" - I-75 & SR47 Project

**DEPT / OFFICE:** Utility Administration

|   |  |                            |
|---|--|----------------------------|
| <b>Originator:</b><br>Paul Dyal   |  |                            |
| <b>City Manager:</b><br>Mike Williams   | <b>Department Director:</b><br>Paul Dyal | <b>Date:</b><br>11-23-2021 |
| <b>Recommended Action:</b><br>City Council consideration to approve amendment one (1) to the contract with Legacy Water Group, LLC, for a not-to-exceed price of \$139,000.00 for the bid alternate included in the original ITB-023-2021.  |  |                            |
| <b>Summary Explanation &amp; Background:</b><br><br>City Council Resolution No. 2021-108 executed an agreement with Legacy Water Group, LLC, based on bid (ITB-023-2021). The executed agreement was for a not-to-exceed cost of \$3,269,000.00 for wastewater improvements near the I-75 and SR47 interchange and to remove existing septic tanks from service in this area.<br><br>A bid alternate was included in the bid documents in the amount of \$139,000.00 to furnish and install a gravity sewer system in the Windswept Glen area of this project. However, due to excessive cost for materials at the time the agreement was executed, the bid alternate was not included. Additional grant funding has been acquired, which will cover the original cost overruns and also the addition of the bid alternate in the amount of \$139,000.00. |  |                            |
| <b>Alternatives:</b><br>None  |  |                            |
| <b>Source of Funds:</b><br>FDEP Grant Funds   |  |                            |
| <b>Financial Impact:</b><br>None  |  |                            |
| <b>Exhibits Attached:</b><br>1) Bid Document  |  |                            |

**CITY COUNCIL RESOLUTION NO. 2021-187**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER ONE TO THE CONTRACT BETWEEN THE CITY AND LEGACY WATER GROUP, LLC; PROVIDING FOR THE INSTALLATION OF THE WEST GRAVITY SEWER SYSTEM AT THE INTERSTATE 75 AND STATE ROAD 47 INTERCHANGE AS ADDITIONAL WORK TO THE INITIAL AGREEMENT; PROVIDING FOR THE ADDITIONAL COST NOT-TO-EXCEED \$139,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) and Legacy Water Group, LLC (hereinafter “Legacy”), entered into the *Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)* (hereinafter the “Agreement”), authorized by City Council Resolution No. 2021-108, for wastewater improvements at the I-75 and SR 47 Interchange Phase 1; and

**WHEREAS**, the Invitation to Bid (ITB-023-2021) provided for alternate work that included the installation of the west gravity sewer system and Legacy provided a bid to the City for the alternate work; and

**WHEREAS**, the city administration and Legacy have determined that it is in the respective best interests to enter into Change Order No. 1 to the Agreement for a price increase not-to-exceed one hundred thirty-nine thousand dollars and zero cents (\$139,000.00) for the additional services; and

*(The remainder of the page was left blank intentionally.)*

**WHEREAS**, the City Council finds it to be in the best interests of the City to enter into Change Order No. 1 for the bid alternate to furnish and install the west gravity sewer system in the Windswept Glen area of the original project in accordance with the terms and conditions of Change Order No. 1 and the Agreement.

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

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

**Section 2.** The City is hereby authorized to enter into Change Order No. 1 with Legacy for a price not-to-exceed one hundred thirty-nine thousand dollars and zero cents (\$139,000.00).

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

*(The remainder of the page was left blank intentionally.)*

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

**PASSED AND ADOPTED** by the City Council on this \_\_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

|                                     |  |
|-------------------------------------|--|
| Date of Issuance: January 3, 2022   | Effective Date: January 3, 2022  |
| Owner: City of Lake City, Florida   | Owner's Contract No.: 023-2021   |
| Contractor: Legacy Water Group, LLC | Contractor's Project No.:  |
| Engineer:                           | Engineer's Project No.:  |
| Project: Wastewater Improvements    | Contract Name: Agreement between Owner and Contractor for Construction Contract (Stipulated Price) |

The Contract is modified as follows upon execution of this Change Order:

Description: **Addition of the bid alternate; furnish and installation of the west gravity sewer system identified in ITB 023-2021.**

Attachments: *[List documents supporting change]* Bid Form – Lump Sum Bid

| CHANGE IN CONTRACT PRICE   | CHANGE IN CONTRACT TIMES<br><i>[note changes in Milestones if applicable]</i>   |
|--|---|
| Original Contract Price:<br><br>\$ <u>3,269,000.00</u>   | Original Contract Times:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>395</u> days  |
| <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :<br><br>\$ <u>N/A</u> | <del>[Increase]</del> <del>[Decrease]</del> from previously approved Change Orders No. <u>0</u> to No. <u>0</u> :<br>Substantial Completion: <u>N/A</u><br>Ready for Final Payment: <u>N/A</u> days |
| Contract Price prior to this Change Order:<br><br>\$ <u>3,269,000.00</u>   | Contract Times prior to this Change Order:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>395</u> days  |
| <del>[Increase]</del> <del>[Decrease]</del> of this Change Order:<br><br>\$ <u>139,000.00</u>  | <del>[Increase]</del> <del>[Decrease]</del> of this Change Order:<br>Substantial Completion: <u>0</u><br>Ready for Final Payment: <u>0</u> days   |
| Contract Price incorporating this Change Order:<br><br>\$ <u>3,408,000.00</u>  | Contract Times with all approved Change Orders:<br>Substantial Completion: <u>365</u><br>Ready for Final Payment: <u>395</u> days   |

|                        |                              |           |                        |           |           |
|------------------------|------------------------------|-----------|------------------------|-----------|-----------|
| RECOMMENDED:           |                              | ACCEPTED: |                        | ACCEPTED: |           |
| By: _____              | By: _____                    | By: _____ | By: _____              | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) |           | Contractor (Authorized |           |           |
| Title: _____           | Title _____                  |           | Title _____            |           |           |
| Date: _____            | Date _____                   |           | Date _____             |           |           |

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

#### 4. PRICING TABLE

Type in your TOTAL BID Amount from Page 4 of the Bid Book Response

##### BID FORM - LUMP SUM BID

Bidder will complete the Work in accordance with the Contract Documents for the following Price(s): All specified cash allowances are included in the price(s) set forth above, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

| Line Item | Description   | Quantity | Unit of Measure | Unit Cos     | Total        | Comments |
|-----------|---|----------|-----------------|--------------|--------------|----------|
| 1         | Mobilization  | 1        | lump sum        | \$200,000.00 | \$200,000.00 |          |
| 2         | Traffic Control   | 1        | lump sum        | \$36,000.00  | \$36,000.00  |          |
| 3A        | Environmental Protection  | 1        | lump sum        | \$150,000.00 | \$150,000.00 |          |
| 3B        | Gopher Tortoise Update Survey and Permitting (Including Permit Fee) | 1        | lump sum        | \$11,500.00  | \$11,500.00  |          |
| 3C        | Gopher Tortoise Burrow Excavation                                   | 1        | lump sum        | \$10,000.00  | \$10,000.00  |          |
| 3D        | Gopher Tortoise to be Burrow-Trapped, Pulled, or Monitored          | 1        | lump sum        | \$9,500.00   | \$9,500.00   |          |
| 3E        | Gopher Tortoise Relocation (Including Recipient Site Fee)           | 1        | lump sum        | \$14,000.00  | \$14,000.00  |          |
| 4         | Construction Staking and Certified Record Drawings                  | 1        | lump sum        | \$52,000.00  | \$52,000.00  |          |
| 5         | Performance/Payment Bond  | 1        | lump sum        | \$60,000.00  | \$60,000.00  |          |
| 6         | Furnish and Install 6-Inch Force Main, Valves, and Fittings         | 1        | lump sum        | \$140,000.00 | \$140,000.00 |          |
| 7         | Furnish and Install 8-Inch Force Main, Valves, and Fittings         | 1        | lump sum        | \$310,000.00 | \$310,000.00 |          |

| Line Item   | Description   | Quantity | Unit of Measure | Unit Cos     | Total        | Comments |
|---|---|----------|-----------------|--------------|--------------|----------|
| 8   | Furnish and Install 10-Inch Force Main, Valves, and Fittings      | 1        | lump sum        | \$146,000.00 | \$146,000.00 |          |
| 9   | Furnish and Install North Lift Station Gravity Sewer System       | 1        | lump sum        | \$190,000.00 | \$190,000.00 |          |
| 10  | Furnish and Install South Lift Station Gravity Sewer System       | 1        | lump sum        | \$525,000.00 | \$525,000.00 |          |
| 11  | Furnish and Install North Lift Station                            | 1        | lump sum        | \$500,000.00 | \$500,000.00 |          |
| 12  | Furnish and Install South Lift Station                            | 1        | lump sum        | \$430,000.00 | \$430,000.00 |          |
| 13  | Furnish and Install 1-75 North Horizontal Directional Drill (HOD) | 1        | lump sum        | \$105,000.00 | \$105,000.00 |          |
| 14  | Furnish and Install 1-75 South and SW Business Point Drive HDDs   | 1        | lump sum        | \$110,000.00 | \$110,000.00 |          |
| 15  | Furnish and Install Gas System                                    | 1        | lump sum        | \$270,000.00 | \$270,000.00 |          |
| <b>TOTAL</b> (\$3,269,000.00) Three Million Two Hundred Sixty Nine Thousand Dollars |   |          |                 |              |              |          |

**ALTERNATE**

| Line Item  | Description   | Quantity | Unit of Measure | Unit Cos     | Total        | Comments |
|--|---|----------|-----------------|--------------|--------------|----------|
| 16   | Furnish and Install West Gravity Sewer System (Alternate) | 1        | lump sum        | \$139,000.00 | \$139,000.00 |          |
| <b>TOTAL</b> (\$139,000.00) One Hundred Thirty Nine Thousand Dollars |   |          |                 |              |              |          |

**File Attachments for Item:**

8. City Council Resolution No. 2021-190 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Change Order Number Two to the contract between the City and SGS Contracting Services, Inc.; providing for additional services to be performed at the St. Margaret’s Wastewater Treatment Facility; providing for the replacement of the north aeration basin drain valves; providing for additional grit removal; providing for an extension of ninety (90) days to both the project substantial completion date and the project final payment date; and providing for an additional cost not-to-exceed \$587,050.20.

**CITY COUNCIL RESOLUTION NO. 2021-190**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF CHANGE ORDER NUMBER TWO TO THE CONTRACT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC.; PROVIDING FOR ADDITIONAL SERVICES TO BE PERFORMED AT THE ST. MARGARET'S WASTEWATER TREATMENT FACILITY; PROVIDING FOR THE REPLACEMENT OF THE NORTH AERATION BASIN DRAIN VALVES; PROVIDING FOR ADDITIONAL GRIT REMOVAL; PROVIDING FOR AN EXTENSION OF NINETY (90) DAYS TO BOTH THE PROJECT SUBSTANTIAL COMPLETION DATE AND THE PROJECT FINAL PAYMENT DATE; AND PROVIDING FOR AN ADDITIONAL COST NOT-TO-EXCEED \$587,050.20.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City") entered into a Contract Agreement (hereinafter the "Contract") with SGS Contracting Services, Inc., (hereinafter "SGS"), authorized by City Council Resolution No. 2020-111, for aerator replacements at the St. Margaret's Wastewater Treatment Plant (hereinafter "St. Margarets") for a contract price of one million four hundred seventy-one thousand seven hundred dollars and zero cents (\$1,471,700.00); and

**WHEREAS**, the City and SGS previously agreed to a Change Order No. 1; and

**WHEREAS**, the City administration and SGS have determined that it is in the respective best interests to enter into Change Order No. 2 to the Contract for a price increase not-to-exceed five hundred eighty-seven thousand fifty dollars and twenty cents (\$587,050.20) for additional services and an extension of time of ninety (90) days to both the project substantial completion date and the project final payment date; and

**WHEREAS**, the City desires to enter into a Change Order No. 2 pursuant to and in accordance with the respective terms and conditions included in the attached correspondence, attached hereto as "Exhibit A", and made a part of this resolution.

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

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

**Section 2.** The City is hereby authorized to enter into a Change Order No. 2 with SGS, for a price not-to-exceed five hundred eighty-seven thousand fifty dollars and twenty cents (\$587,050.20) and extending both the project completion date and final payment date by ninety (90) days, respectively.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

9. City Council Resolution No. 2021-191 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Third Judicial Circuit Mutual Aid Agreement between municipalities and Sheriffs of counties located in the Third Judicial Circuit of Florida, through the Lake City Police Department.

**CITY COUNCIL RESOLUTION NO. 2021-191**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE *THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT* BETWEEN MUNICIPALITIES AND SHERIFFS OF COUNTIES LOCATED IN THE THIRD JUDICIAL CIRCUIT OF FLORIDA, THROUGH THE LAKE CITY POLICE DEPARTMENT.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to execute the Third Judicial Circuit Mutual Aid Agreement (hereinafter the "Agreement") by and among the municipalities located in the Third Judicial Circuit and the Sheriffs of the counties within the Third Judicial Circuit (hereinafter the "Law Enforcement Agencies"); and

**WHEREAS**, the Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including, but not limited to, emergencies as defined under section 252.34, Florida Statutes; and

**WHEREAS**, the Law Enforcement Agencies have the authority under section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in section 252.34, Florida Statutes; and

**WHEREAS**, the City Council finds that it is in the City's best interest to execute the Agreement with the Law Enforcement Agencies pursuant to and in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto and made a part of this resolution.

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

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

**Section 2.** The Mayor and Chief of Police are authorized to execute the Agreement for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

# THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT

This is an agreement between municipalities located in the Third Judicial Circuit. This is also an agreement between those municipalities and the Sheriffs of the counties within the Third Judicial Circuit.

For the purpose of this agreement, the subscribing Law Enforcement agencies are as follows:

|                                 |  |
|---------------------------------|--|
| CROSS CITY POLICE DEPARTMENT    | COLUMBIA COUNTY SHERIFF'S OFFICE       |
| JASPER POLICE DEPARTMENT        | DIXIE COUNTY SHERIFF'S OFFICE          |
| JENNINGS POLICE DEPARTMENT      | HAMILTON COUNTY SHERIFF'S OFFICE       |
| LAKE CITY POLICE DEPARTMENT     | LAFAYETTE COUNTY SHERIFF'S OFFICE      |
| LIVE OAK POLICE DEPARTMENT      | MADISON COUNTY SHERIFF'S OFFICE        |
| MADISON POLICE DEPARTMENT       | SUWANNEE COUNTY CORRECTIONAL INSTITUTE |
| PERRY POLICE DEPARTMENT         | SUWANNEE COUNTY SHERIFF'S OFFICE       |
| WHITE SPRINGS POLICE DEPARTMENT | TAYLOR COUNTY SHERIFF'S OFFICE         |

## WITNESSETH

**WHEREAS**, the subscribing Law Enforcement agencies are so located in relation to one another that it is to the advantage of each to receive and extend mutual aid in the form of Law Enforcement services and resources to adequately respond to:

1. Continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and
2. Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

**WHEREAS**, the subscribing agencies have the authority under Section 23.12, Florida Statutes, et seq, the Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement services which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and
2. Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes

**NOW THEREFORE**, the parties agree as follows:

## SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigation of homicides, sex offenders, robberies, assaults, burglaries, larcenies, gambling,

motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

## **SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not limited to, dealing with disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

## **SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE**

In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in a manner he/she deems appropriate. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction; for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law.

Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon this later arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report so prescribed in this paragraph which is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency, or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.

The Agency head's decision in these matters shall be final.

## **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

**CONFLICTS:** Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by, and be subject to, the rules and regulations, personnel policies, general orders and standard operating procedures of their agency. If any rule, regulation, personnel policy, general order, or standard operating procedure of their agency is contradicted, contravened or otherwise differentiates from the agency who is requesting assistance, then such rule, regulation, policy, general order, or procedure of the requesting agency shall control and supersede the direct order.

**HANDLING COMPLAINTS:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.
2. An address where the complaining party can be contacted.
3. The specific allegation.
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION V: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to the Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

## **SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

1. Employees of each participating agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this State, under the terms of this Agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
2. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to the Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
3. A political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
4. The agency furnishing aid pursuant to this Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

## **SECTION VII: FORFEITURE PROVISIONS**

1. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance, and the seizing agency in the case of voluntary cooperation, shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the

exclusive right to control, and the responsibility to maintain, the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.

2. All proceeds from forfeited property seized as a result of, or in accordance with, this Agreement shall be divided equally between the parties participating in the action that caused the seizure, less the cost associated with the forfeiture action.

#### **SECTION VIII: CONFLICTING MUTUAL AID AGREEMENTS**

This Agreement is intended to supplement and not replace any other mutual aid agreement(s) to which the individual agencies of the Third Judicial Circuit may also belong. To the extent this Agreement conflicts with an agreement between individual agencies, the agreement between the individual agencies controls unless agreed to in writing by the individual agencies' representatives.

#### **SECTION IX: EFFECTIVE DATE**

This Agreement shall take effect upon execution and approval by the hereunder named officials and shall continue in full force and effect until December 31, 2022.

Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

#### **SECTION X: CANCELLATION**

Any party may cancel its participation in this Agreement upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed and dated as specified.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
~~ARGATHA GILMORE, CHIEF OF POLICE~~ GERALD BUTLER, INTERIM CHIEF OF POLICE  
LAKE CITY POLICE DEPARTMENT

\_\_\_\_\_  
STEPHEN WITT, MAYOR  
CITY OF LAKE CITY

**File Attachments for Item:**

10. City Council Resolution No. 2022-001 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the Columbia County Sheriff's Office; providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE COLUMBIA COUNTY SHERIFF'S OFFICE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), desires to enter into the *Voluntary Cooperation and Operational Assistance Mutual Aid Agreement* (hereinafter the "Agreement") with the Columbia County Sheriff's Office (hereinafter the "Sheriff's Office"); and

**WHEREAS**, the LCPD and Sheriff's Office (hereinafter collectively the "Law Enforcement Agencies") are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity so as to protect the public peace and safety, and preserve the lives and property of the citizens, and intensive situations including, but not limited to, emergencies as defined under section 252.34, Florida Statutes; and

**WHEREAS**, the Law Enforcement Agencies have the authority under section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in section 252.34, Florida Statutes; and

**WHEREAS**, the City Council finds that it is in the best interests of the City and its citizens to enter into the Agreement with the Sheriff's Office pursuant to and in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto and made a part of this.

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

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

**Section 2.** The Mayor and Chief of Police are authorized to execute the Agreement for and on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT**

**City of Lake City  
Columbia County Sheriff's Office**

**Executive Summary of Intent and Purpose**

It is the intent and purpose of this agreement for the Sheriff of Columbia County, Florida to authorize certain sworn members of the Lake City Police Department the authority to address crimes that are occurring within their presence. More particularly, between, and on behalf of, the Sheriff and the Chief of Police, this agreement provides for voluntary assistance; operational assistance; procedures for requesting assistance; for the handling of conflicts and complaints; command and supervisory responsibilities; powers, privileges, immunities and costs; duties and liability issues; forfeiture issues; cancellation; and an expiration date.

**WITNESSETH**

**WHEREAS**, the Lake City Police Department (LCPD) and the Columbia County Sheriff's Office (CCSO) are so located in relation to each other that it is to the advantage to each that the Sheriff of Columbia County wishes to establish mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens: and,
- (2) Intensive situations, including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes: and,

**WHEREAS**, the Lake City Police Department, through the City of Lake City, Florida, and the Sheriff of Columbia County (collectively the "Parties" or "Agency") have the authority under Section 23.12, Florida Statutes, et seq., the Florida Mutual Aid Act, to enter into a Mutual Aid Agreement for law enforcement service which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines: and,
- (2) Provides for rendering of assistance in a law enforcement emergency.

**NOW THEREFORE**, the parties agree as follows:

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily limited to, violent crimes, vice crimes, controlled

substances violations, crime enforcement, DUI violations, joint investigations, and with backup services during patrol activities.

## **SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The City of Lake City and the Sheriff of Columbia County hereby approve and enter into this agreement whereby the Lake City Police Department and the Columbia County Sheriff's Office may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, law enforcement emergencies, protest demonstrations, aircraft disasters, fires, hurricanes, tornados or other weather-related crisis, sporting events, concerts, parades, escapes from detention facilities, and incidents deemed relevant and requiring enforcement action, or the utilization of specialized units.

## **SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

In the event the Chief of Police, City of Lake City, or the Sheriff of Columbia County or their designees are in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency whose assistance is sought. An agency supervisor shall evaluate the situation and respond in a manner deemed appropriate.

If the Sheriff's Office is in need of immediate assistance from the Lake City Police Department, the request is deemed by the Sheriff to be an authorized request under this agreement if it is transmitted through any member of the Sheriff's Office to the Lake City Police Department. The on-scene Sheriff's Office supervisor will determine for how long assistance is authorized and for what purposes the authority is granted. Authority granted to the Lake City Police Department under this agreement may be granted either verbally or in writing and is further described as follows:

- A. Any police officer who is a current, sworn member of the Lake City Police Department and is on duty with the Lake City Police Department and finds himself/herself within Columbia County yet outside the corporate limits of the City of Lake City, and a violation of Florida Statutes occurs in his/her presence, including traffic violations, and, for overall safety of the community, immediate enforcement action is indicated, he/she shall be empowered, under this Mutual Aid Agreement, to take action, as necessary, in accordance with Florida Statutes. Should enforcement action be taken under this paragraph, the police officer shall notify the Columbia County Sheriff's Office and upon the latter's arrival, relinquish primary authority and responsibility for any further action to be taken to the arriving deputy or deputies. The Lake City Police Department officer shall offer any assistance that may be needed and shall prepare a report documenting the event and the action taken. This provision is intended to primarily address critical, life-threatening or public safety situation, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.
- B. The entire corporate limits of the City of Lake City lie within the statutory boundaries of Columbia County; therefore, if the Lake City Police Department is in need of immediate assistance from the Columbia County Sheriff's Office, any request for assistance is deemed to be authorized by both Florida Statutes and this agreement.

- C. There are no provisions in this agreement intended to authorize any additional jurisdictional authority to any volunteer or auxiliary member.

#### **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

The Chief of Police of the Lake City Police Department, or his/her designee, shall designate the personnel and equipment that are assigned by the Lake City Police Department for established joint operations. The Lake City Police Department supervising officer shall be under the supervision and command of the Sheriff of Columbia County or his designee during the time the assistance is being rendered.

#### **SECTION V: CONFLICTS**

Whenever a police officer, deputy sheriff or other member is rendering assistance pursuant to this agreement, the officer, deputy sheriff or member shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct order with a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and supersede the direct order.

#### **SECTION VI: HANDLING COMPLAINTS**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the initial documentation of said complaint to ascertain at a minimum:

- (1) The identity of the complainant;
- (2) An address where the complaining party can be contacted;
- (3) The specific allegation; and,
- (4) The identity of the employees accused without regard as to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency shall conduct a review of the complaint to determine if any factual basis for the complaint exists and/or agency's policies or procedures.

#### **SECTION VII: LIABILITY**

Subject to the provisions of Section 768.28, Florida Statutes, the City of Lake City and the Sheriff of Columbia County each agrees to assume responsibility for the acts, omissions, or conduct of their own members while engaged in rendering aid pursuant to this agreement.

## **SECTION VIII: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- A. Members of the Lake City Police Department who are authorized by this agreement, and when actually engaging in mutual cooperation and assistance with the Columbia County Sheriff's Office and outside the jurisdictional limits of the City of Lake City but inside Columbia County, shall, under the terms of this agreement and pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the member was performing duties inside the City of Lake City.
- B. The City of Lake City and the Sheriff of Columbia County each agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other as set forth above provided, however, that neither shall be required to deplete unreasonable its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- C. Either member who furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- D. Either member who furnished personnel pursuant to this agreement shall compensate its appointee/employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- E. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of a member of the Lake City Police Department when performing duties within the city apply to the member to the same degree, manner, provisions of this mutual aid agreement.
- F. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency.
- G. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto the other.

## **SECTION IX: LIABILITY INSURANCE**

Each party shall maintain and be able to provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(16)(a), Florida Statutes.

## **SECTION X: FORFEITURE PROVISIONS**

In the event that any vessel, motor vehicle, aircraft, currency or other property is seized, pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the Columbia County Sheriff's Office shall be responsible for pursuing forfeiture action pursuant to Chapter 932, Florida Statutes, and be responsible to maintain the property in accordance with Chapter 932, Florida Statutes, and have discretion to bring or dismiss forfeiture action.

## **SECTION XI: EFFECTIVE DATE**

It is intended by the parties that this agreement shall take and be in effect on the latest date signed below and shall continue in full force and effect until January 6, 2025.

## **SECTION XII: CANCELLATION**

Any party may cancel its participation in this agreement upon delivery of written notice to the other party.

**IN WITNESS WHEREOF**, the parties hereto cause these presents to be signed on the date specified.

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

\_\_\_\_\_  
Mark Hunter  
Sheriff  
Columbia County Sheriff's Office  
Date

\_\_\_\_\_  
Gerald Butler  
Chief of Police  
Lake City Police Department  
Date

\_\_\_\_\_  
Stephen Witt  
Mayor  
City of Lake City  
Date

Attest:

\_\_\_\_\_  
Audrey E. Sikes  
City Clerk  
City of Lake City  
Date

**File Attachments for Item:**

11. City Council Resolution No. 2022-002 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc.; Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services to victims and survivors of domestic violence.

**CITY COUNCIL RESOLUTION NO. 2022-002**

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

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

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

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

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

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

*[Remainder of page left blank intentionally.]*

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

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

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

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

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

**Another Way, Inc.**

\_\_\_\_\_  
**Andrea Gottry, Executive Director**

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

**Lake City Police Department**

\_\_\_\_\_  
**Chief of Police**

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

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

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

**File Attachments for Item:**

12. City Council Resolution No. 2022-003 – A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Understanding with Another Way, Inc.; Domestic Violence and Rape Crisis Center, through the Lake City Police Department, to coordinate services that are provided to adult and adolescent victims and survivors of rape.

**CITY COUNCIL RESOLUTION NO. 2022-003**

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

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

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

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

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

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

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

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

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

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

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

**Another Way, Inc.**

\_\_\_\_\_  
**Andrea Gottry, Executive Director**

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

**Lake City Police Department**

\_\_\_\_\_  
**Chief of Police**

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

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

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

**File Attachments for Item:**

13. City Council Resolution No. 2022-004 – A resolution of the City Council of the City of Lake City, Florida, appointing members to the Board of Adjustment in accordance with Ordinance 2021-2201; providing for the terms of offices of the Board of Adjustment to run concurrently with the terms of offices of the Planning and Zoning Board; and providing for an effective date.

**CITY COUNCIL RESOLUTION 2022-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT IN ACCORDANCE WITH ORDINANCE 2021-2201; PROVIDING FOR THE TERMS OF OFFICES OF THE BOARD OF ADJUSTMENT TO RUN CONCURRENTLY WITH THE TERMS OF OFFICES OF THE PLANNING AND ZONING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the members of the Board of Adjustment of the City of Lake City, Florida (hereinafter the "Board of Adjustment") also serve as members of both the Planning and Zoning Board and the Historical Board of the City of Lake City, Florida (hereinafter the "City"); and

**WHEREAS**, the adoption of ordinance 2021-2201 established four (4) year terms of office for each of the seven (7) members or offices of both the Planning and Zoning Board and the Board of Adjustment; and

**WHEREAS**, in accordance with ordinance 2021-2201 the terms of office shall be for four (4) years; provided, however, that of the seven (7) members first appointed to the aforementioned boards at the effective date of the ordinance two (2) shall be appointed for one year, two (2) shall be appointed for two (2) years, and three (3) shall be appointed for three (3) years, and that all appointments thereafter shall be for four (4) years; and

**WHEREAS**, ordinance 2021-2201 passed upon second and final reading on November 1, 2021; and

**WHEREAS**, the City Council adopted city council resolution 2021-170 which appointed members to five (5) of the seven (7) offices of the Planning and Zoning board and established the terms of all seven (7) offices; and

**WHEREAS,** the City Council finds that it is in the best interests of the City to appoint members to the offices of the Board of Adjustment and establish the terms of all seven (7) offices of said Board to run concurrently with the Planning and Zoning Board terms of office as described below.

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

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

**Section 2.** The seven (7) offices of the Board of Adjustment shall be composed effective January 1, 2022, as follows:

| <u>Office Designation and Term and Expiration</u> | <u>Name of Appointee</u> |
|---|--------------------------|
| A. One (1) year through October 31, 2022          | Mavis Georgalis          |
| B. One (1) year through October 31, 2022          | Daniel Adel              |
| C. Two (2) years through October 31, 2023         | Christopher Lydick       |
| D. Two (2) years through October 31, 2023         | Gregory Cooper           |
| E. Three (3) years through October 31, 2024       | Larry Nelson             |
| F. Three (3) years through October 31, 2024       | (vacant)                 |
| G. Three (3) years through October 31, 2024       | (vacant)                 |

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

**Section 3.** Effective Date. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

14. City Council Resolution No. 2022-006 – A resolution of the City Council of the City of Lake City, Florida, authorizing a salary adjustment of the Interim City Manager Paul Dyal; providing for a salary adjustment in the equivalent of \$120,000.00 per fiscal year; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-006**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING A SALARY ADJUSTMENT OF THE INTERIM CITY MANAGER PAUL DYAL; PROVIDING FOR A SALARY ADJUSTMENT IN THE EQUIVALENT OF \$120,000.00 PER FISCAL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), through Resolution 2021-194, appointed Paul Dyal as the Interim City Manager and said appointment was effective December 31, 2021; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to adjust the annual salary of Paul Dyal, while serving as the City’s Interim City Manager and effective December 31, 2021, to an amount not to exceed one hundred twenty thousand U.S. dollars and zero cents (\$120,000.00) per annum and payable in installments at the same time that the other management employees of the City are paid.

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

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

**Section 2.** The salary of Paul Dyal, serving as the City’s Interim City Manager, shall be adjusted effective December 31, 2021, to an amount not to exceed one hundred twenty thousand U.S. dollars and zero cents (\$120,000.00) per annum and payable in installments at the same time that the other management employees of the City are paid.

**Section 3.** The Mayor and city administration are authorized to execute the necessary documentation to accomplish the salary adjustment provided herein.

*(The remainder of the page has been left blank intentionally.)*

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of January 2022.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

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

**File Attachments for Item:**

16. Agreement with County regarding Growth Management Department Services (Presenter: Interim City Manager Paul Dyal)

|                     |
|---------------------|
| <b>MEETING DATE</b> |
| December 22, 2021   |

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Building Permits and Inspection Services

**DEPT /  
OFFICE:**

**Originator:** Interim City Manager Mike Williams/**Paul Dyal**

|   |                            |                               |
|---|----------------------------|-------------------------------|
| <b>City Manager</b><br>Interim City Manager:<br>Mike Williams/Paul Dyal | <b>Department Director</b> | <b>Date</b><br><br>12/28/2021 |
|---|----------------------------|-------------------------------|

**Recommended Action:**

Recommendation to appoint County Building Official as City Building Official and allow County to operate building permitting and inspection services under Florida Building Code and collect fees for said operation.

**Summary Explanation & Background:**

Council appointed County Building Official as City Building Official on a temporary basis in October 2021. Based upon issues filling the position, it makes sense to merge building permitting and inspections with the County. Both are under the Florida Building Code. Building permitting and inspection services are funded by fees collected and are not designed to be a revenue generator. They are designed to break even. The city would maintain its code enforcement and planning and zoning functions.

**Alternatives:**

- Recruit building official at increased cost which is difficult due to availability of certified personnel.

**Source of Funds:**

General funds

**Financial Impact:** None

**Exhibits Attached:**

none