

5:45 P. M.

Community Redevelopment Agency (CRA) Meeting

**AGENDA
CITY OF LAKE CITY
City Council Meeting
March 2, 2020
6:00 P. M. at City Hall**

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

1. **ROLL CALL**

2. **PROCLAMATIONS**

None

3. **MINUTES**

None

4. **APPROVAL OF AGENDA**

5. **PRESENTATIONS**

- A. Mr. Joseph O'Hern, Community Health Advocate-Columbia County
QuitDoc Foundation - Tobacco Retail Licensing

6. **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. Signs or Props are not permitted in the meeting room. Citizens are encouraged to provide comments in writing to the City Clerk before meetings or during meetings for inclusion into the public record. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

7. **APPROVAL OF CONSENT AGENDA**

- A. Permit Application from the Lake City-Columbia County Chamber of
Commerce to hold the Gateway City Craft Beer & Wine Festival on

Saturday, March 28, 2020, from 8:00 a.m. until 8 p.m. All supporting documents including certificate of insurance have been provided.

- B. Approval for the Utility Department/Distribution & Collections to use remaining funds, in the amount of \$60,241.00, in Account No. 410.78.36-060.64 to purchase a new Asphalt Hopper and Roller. In addition to cost and time, this equipment will also relieve the need for Public Works to change their schedule to assist with completing utility projects.
- C. Approval for Britt Surveying and Mapping, LLC to complete survey work for the Alligator Lake Property at a cost of \$19,500.00. Three survey firms were contacted to submit quotes and Britt Surveying and Mapping, LLC submitted the lowest quote.

8. OLD BUSINESS

A. ORDINANCES:

Open Public Hearing

- 1. Ordinance No. 2020-2139 (final reading), if adopted, relates to the rezoning of less than ten contiguous acres of land from Commercial, General (CG to Commercial, Highway Interchange (CHI) of certain lands within the corporate limits of the City of Lake City, Florida. This property is owned by Jeffery L. Ruffo and is located at 251 Hall of Fame Drive.

First reading February 3, 2020

Close Hearing

Adopt Ordinance No. 2020-2139 (final reading)

Open Public Hearing

- 2. Ordinance No. 2020-2140 (final reading), if adopted, relates to the rezoning of less than ten contiguous acres of land from Residential/Office (RO) to Commercial, Central Business District (C-CBD) of certain lands within the corporate limits of the City of Lake City, Florida. All of the properties are owned by the City of Lake City and are located in the vicinity of Lake Desoto and Wilson Park.

First reading February 3, 2020

Close Hearing

Adopt Ordinance No. 2020-2140 (final reading)

Open Public Hearing

3. Ordinance No. 2020-2141 (final reading), if adopted, provides for the voluntary annexation of certain property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida into the boundaries of the City of Lake City, Florida. This property is owned by D & B Timber and Land Trust and is located off of 441 North and I10.

First reading February 3, 2020

Close Hearing

Adopt Ordinance No. 2020-2141 (final reading)

Open Public Hearing

4. Ordinance No. 2020-2142 (final reading), if adopted, will amend the Land Development Regulations of the City of Lake City by creating within Article Thirteen, Section 13.14, titled "Dog Friendly Dining"; providing a local exemption procedure to certain provisions of the Food and Drug Administration Food Code in order to allow patron's dogs within certain designated outdoor portions of public food service establishments; providing for severability; providing for conflicts; providing for codification in the Land Development Regulations; and providing an effective date.

First reading February 3, 2020

Close Hearing

Adopt Ordinance No. 2020-2142 (final reading)

- B. Discussion and Possible Action: Code Enforcement Lien Process (Joe Helfenberger)

9. NEW BUSINESS

A. ORDINANCES:

1. Ordinance No. 2020-2144 (first reading), if adopted, will amend the City Code to add a new section Number 86-110.15 to Article III, Chapter 86, which provides for the permanent closing of all of

that portion of NW Albright Place, lying north of Lots 12, 13, and 14 of Block "A" and south of Lots 1 and 6 of Block "F", all of said lots being located in the Thompson Subdivision as recorded on a plat thereof and recorded in Plat Book 2, Page 23, of the public records of Columbia County, Florida; finding that the closing of the platted 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 the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing an effective date.

Adopt Ordinance No. 2020-2144 (first reading)

B. RESOLUTIONS:

1. City Council Resolution No. 2020-017, if adopted, will declare one Smith & Wesson M & P .40 caliber firearm to be surplus to the City's needs and conveying said surplus to Police Lieutenant Clint VanBennekom for his outstanding service to the City and its citizens during his career as an officer of the Lake City Police Department and authorizes the City to remove such surplus property from the Fixed Assets of the City.
2. City Council Resolution No. 2020-018, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, to coordinate services to victims and survivors of rape.
3. City Council Resolution No. 2020-019, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, to coordinate services to victims and survivors of domestic violence.
4. City Council Resolution No. 2020-021, if adopted, will accept the bid of Rogers Roofing Corporation, ITB-009-2020, for the removal and replacement of a roof on a 40' x 162' pre-engineered metal building located at the City's Sprayfield, and authorizes the City to enter into a contract with Rogers Roofing Corporation for a price not-to-exceed \$26,000.00.
5. City Council Resolution No. 2020-022, if adopted, will authorize the execution of an agreement for the services of a Special Magistrate with Attorney Stephanie Marchman.

6. City Council Resolution No. 2020-023, If adopted, will authorize the City to enter into a Lease Agreement with Capital Metal Supply, Inc., a Florida Corporation, leasing property located at the Lake City Gateway Airport and authorizes execution of the lease.
7. City Council Resolution No. 2020-024, if adopted, will authorize the City to enter into a Lease Agreement with Tubular Building Systems, LLC., a Florida Limited Liability Company, leasing property located at the Lake City Gateway Airport and authorizes execution of the lease.
8. City Council Resolution No. 2020-025, if adopted, will authorize the execution of a Memorandum of Agreement for cost share assistance with the Suwannee River Water Management District to restore Gwen Lake (Phase Two) to a natural condition and reimburse the City for costs associated with engineering and construction services up to an amount of \$220,000.00.

- C. Discussion and Possible Action: Authorize the acquisition, following the City's Procurement Policy, of the following items for Wilson Park: irrigation system, outdoor speaker system, welcome sign and ten (10) picnic tables (Joe Helfenberger)

Note: This item was presented for consideration at the CRA Meeting on March 2, 2020.

- D. Discussion and Possible Action: Select Charter Review Board Chairman

The following five electors will be presented via City Council Resolution No. 2020-020 at the March 16, 2020 City Council Meeting, Sparkle Green, Hercules Maxwell, Fredrick Reed, Ann Skinner and Rob Summerall (Mayor Witt)

10. DEPARTMENTAL ADMINISTRATION

- A. Discussion and Possible Action: Sallie Mae Jerry Park Improvements (Joe Helfenberger)

11. COMMENTS BY COUNCIL MEMBERS

12. ADJOURNMENT

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting 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.

Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in this meeting should contact the City Manager's Office at (386)719-5768.

City of Lake City

Darby Pavilion **Special Events**

Application

Applicant Information

Organization/Applicant Name: Lake City - Columbia County Chamber

What is Event For?: Gateway City Craft Beer + Wine Festival

Contact Name: Theresa Pinto Phone: _____

Address: 162 S Marion Ave

City: Lake City State: FL ZIP Code: 32025

Email: theresa@lakecitychamber.com

Facility/Park Requested: Darby + Wilson Date Of The Event: 3/28/2020 Time Requested: 8 AM - 8 PM

Estimated Attendance: 2000

Darby Pavilion Only

Alcohol: YES NO Set Up Time: 8:00 AM Event Time: 10 AM - 6 PM Clean Up Time: _____

Parade Information

Line Up Place and Time: _____ Incident Weather Date: _____

Anticipated number of vehicles to be used in the parade: _____ Parade Start Time: _____

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)

Event Information

Will you be collecting admissions/donations of any type at this event?: Yes

Will any items be sold at this event (including food)?: Yes What kind?: Cigars
Food, Shirts, Event tickets

Are you having other vendors participate in this event?: Yes Please list: Food, beer, cigars

Is this event open to the public?: Yes What Activities are planned?: Beer tasting, music Will tents be used?: Yes

Will bounce houses be used?: No Will you be serving food?: NO - Food trucks

Services Requested (Fees Apply)

Security/Crowd Control Requested?: YES

Clean Up Requested?: YES

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

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

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

Organization Information

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

Federal ID#: 59-0323804 Tax Exempt #: Attached

Fee Schedule

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".
OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO: WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES
OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER

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

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

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

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

Darby Pavilion Only: \$100 daily fee - includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".
THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS
ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS

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

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

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

Staff Use Only

<p>Approved (All signatures required for approval)</p>	<p>Deposit Amount:</p> <p>Date Due:</p>	<p>Map Attached: D.O.T. Approval:</p> <p>Proof of Insurance:</p>
<p>Denied</p>	<p>Electricity Needed:</p> <p>Electricity Charge:</p>	<p>Road Closures:</p> <p>Parking Lot Closures:</p>
<p>Rental Fee:</p>	<p>Total Received:</p>	<p>Deposit Returned:</p> <p>Date: Amount:</p>

Applicant Signature: *[Handwritten Signature]* **Date:** 1/22/20

Department Approval

<p>Public Works Official: <i>[Handwritten Signature]</i></p>	<p>Date: 2-12-20</p>
<p>Police Department Official: <i>[Handwritten Signature]</i></p>	<p>Date: 2-20-20</p>
<p>DOT Release (if applicable)</p>	<p>Date:</p>
<p>City Manager:</p>	<p>Date:</p>
<p>City Council:</p>	<p>Date:</p>
<p>CRA Official:</p>	<p>Date:</p>
<p>Recreation Department Official: <i>[Handwritten Signature]</i></p>	<p>Date: 1/29/20</p>

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

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

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

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

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

[Handwritten Signature]

Licensee Signature

1/22/20

Date

LICENSEE CERTIFICATION

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

Signature of Applicant: [Handwritten Signature]

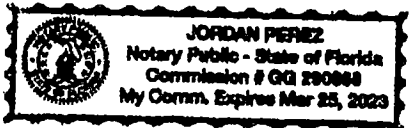
Date: 1/22/20

Subscribed and affirmed 1/29 ²⁰²⁰ By (Print Applicant Name) Theresa Pinto

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

Notary Signature and Seal: [Handwritten Signature]

My commission Expires: 3/05/2023



Americans with Disabilities Act:

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

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

Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion

Pavilion/Park/Gazebo

- » All rentals are by the day between the hours of 9am – 11pm.
- » All rental times must include deliveries, decorating, rehearsals, set-ups, break-downs and clean-up time.
(Renter must be cleaned up and out of the pavilion by 12am)
- » Tables must remain within the space of the rented pavilion.
- » The use of rice is not permitted, as it can be harmful to Lake DeSoto wildlife if ingested and is not biodegradable. We recommend the use of rose petals, birdseed, bubbles, or butterflies.
- » Vehicles are not permitted in the park without prior written approval.

Pets/People

- » All pets must be on a leash at all times while in the park.
- » Pet owners accept full responsibility for his/her pet while in the park including cleaning up after them.
- » Because Wilson Park is a public park, visitors may stop and watch your wedding/event.

Catering/Food

- » Leaser's may provide homemade/store bought food, free of charge, to their guests.
- » When hiring a catering company copy of license and registration must be provided.
- » For Public Events only Licensed and Registered Food trucks are permitted to sell food.
- » Grills are **not allowed on the concrete slab** under any circumstances.

Decorations

- » All decorations must be free standing. Decorations cannot be glued, taped, nailed, stapled (or any other way that will leave a residual mark) to any wall, pillar or table. Decorations cannot be suspended or hung from the ceiling. Hardware has been installed at strategic spots throughout the pavilion to allow for proper access for suspending decorations.
- » Renters shall be responsible for any outside vendors that they hire.

Janitorial

- » The City staff will provide **general** cleaning of the rental area before and after the event.
- » The renter is responsible for the clean-up of the area rented. Clean-up must be completed within the rental time frame. The cleaning of the facility is the responsibility of the person signing the rental agreement. You must leave the pavilion as you found it.
- » Renter shall be responsible for the removal of any and all food, beverages, dishes, trash etc. from the building/park.
- » Any cost incurred by the City for excessive trash, decoration removal and/or cleaning shall be charged directly to the renter.

Security Deposit

- » This fee is refundable provided there is no damage or outstanding fees owed.
- » All refunds will be in the form of a check 2-3 weeks after your event. It will be mailed to the contact person and mailing address provided on this application unless otherwise noted.

Cancellations

- » **Refunds will not be issued for inclement weather or cancellations.** This is an outdoor facility with covering inclement weather needs to be considered when renting this facility.

General Provisions

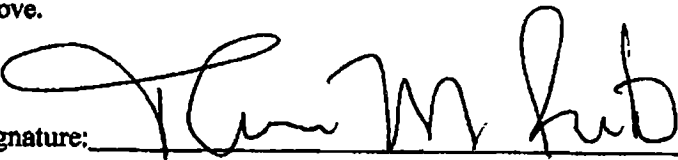
- » Event reservations are on a first come – first serve basis. **A Reservation is not confirmed until the rental fee and full amount of security deposit is received.**
- » Area is rented as is. We do not rent or set-up any items.
- » Amplifiers, band equipment and or instruments are permitted.
- » Use of personal fireworks is prohibited.
- » Glass bottles or containers are permitted for serving purposes ONLY. Plastic or aluminum containers are required for all drinks and food.
- » Renter shall not leave rented or personal equipment in City park overnight.
- » The renter is liable for any and all damages incurred during the use of the area rented.

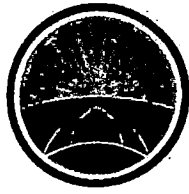
Failure to abide by the above stated guidelines may result in termination of rental and be grounds for any future rentals. The City of Lake City reserves the right to terminate any event if it is deemed that a violation has occurred. Should an event extend beyond the approved time, a fee of \$25.00 per ½ hour will be assessed and deducted from the security deposit. Any minute past the ½ hour mark will be rounded up to the next ½ hour for purposes of calculating the late fee.

This facility is located in a public park which is open to the general public. By renting this facility, you agree and understand that the actions of a 3rd party (of the general public) accessing or using the park cannot be controlled by the City. By renting this facility, you agree and understand that the City will not be responsible for any actions of the general public during your rental, financially or otherwise. Examples shall include, but not limited to; interruptions in events; loud music or weather interference.

In consideration of the City of Lake City, hereinafter referred to as the "City", permitting the undersigned to lease, rent or use the property described as 828 NE Lake DeSoto Circle, Lake City, FL 32055, hereinafter referred to as the "Property" on the above requested date. The undersigned has agreed and does hereby agree to indemnify, save and hold harmless the City and their employees for loss of or damage to the property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the property and pay to the City, upon demand, all damages, costs, expenses and Attorney's fees that the City may sustain, or become liable or answerable for, or shall pay, upon or in consequence of the use of the property by the undersigned, individually, or by the employees, licensees, guests members and invitees of the undersigned or by any other person with the consent of the undersigned.

I have read, understand and agree to abide by all policies/procedures and general provisions as outlined above.

Signature:  Date: 1/22/20



**CHAMBER *of*
COMMERCE**
LAKE CITY • COLUMBIA COUNTY

Chamber Builders:

Anderson Columbia
Co., Inc.

City of Lake City

Columbia Bank

Columbia County
Board of
Commissioners

Do It Yourself
Lettering, Inc

Florida Power and
Light

First Federal Bank
of Florida

Florida Gateway
College

HAECO

Lake City Medical
Center

Lake City Reporter

Meridian Behavioral
Healthcare, Inc.

North Florida Mega
Industrial Park

Nutrien

Odom, Moses &
Company/
Raymond James

Shands Lake Shore

S & S Food Stores

VyStar Credit Union

January 22, 2020

Terri Phillips
City of Lake City
205 North Main Ave.
Lake City, FL 32055

Dear Terri:

The Lake City – Columbia County Chamber of Commerce is requesting permission for the use of Olustee Park and the surrounding areas for the Gateway City Craft Beer and Wine Festival. This will be the fourth year the Chamber will host this event and we hope it will grow to be one of the premier events in North Florida. This event is expected to host over 80 different craft beers and wines from our region, as well as live entertainment. We appreciate the continued support from the City of Lake City to help ensure this event is able to be offered to our citizens.

Sincerely,

Theresa Pinto
Executive Director



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248564843
Dec. 18, 2008 LTR 4168C E0
59-0323804 000000 00 000

00015312
BODC: TE

LAKE CITY COLUMBIA COUNTY CHAMBER
OF COMMERCE
162 S MARION AVE
LAKE CITY FL 32025-4354624



05052

Employer Identification Number: 59-0323804
Person to Contact: Ms. Osborne
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Dec. 09, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in September 1942, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(06) of the Internal Revenue Code.

Because you are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to you. You should advise your contributors to that effect.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/19

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

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

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: SMALL COMMERCIAL UNIT
	PHONE (A/C, No. Ext): 877-783-1161 FAX (A/C, No): 260-459-5870
	E-MAIL ADDRESS: SCU@KANDKINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: NATIONWIDE MUTUAL INSURANCE CO NAC # 23787
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED LAKE CITY-COLUMBIA CO. CHAMBER OF COMMERCE INC.
162 S. MARION AVE.
LAKE CITY, FL 320254354

COVERAGES **CERTIFICATE NUMBER:** 1979445 **REVISION NUMBER:**

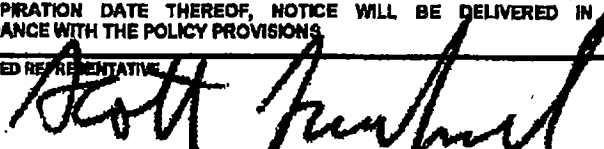
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC-NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> LIQ. LIAB. \$1MILLI0. AGG. \$1MIL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	FWC0030385400	12:01AM 5/26/19	12:01AM 5/26/20	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE 5000000 PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC COMBINED SINGLE LIMIT (Ea Accident) 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FWC0030385400	12:01AM 5/26/19	12:01AM 5/26/20	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER-STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER **CANCELLATION**

CITY OF LAKE CITY 205 N MARION AVENUE LAKE CITY, FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

MEETING DATE
March 02, 2020

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	7
ITEM NO.	B

SUBJECT: Purchase of an Asphalt Hopper & Roller

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Joseph Helfenberger <i>Joseph Helfenberger</i>	Department Director Paul Dyal	Date 02-12-2020
Recommended Action: Seeking Council approval to use remaining funds in the amount of \$60,241.00 in account 410.78.36-060.64 to purchase an Asphalt Hopper and Roller.		
Summary Explanation & Background: The Utility Department is steadily seeing an increase in new services and repairs to our system. As such, being able to have the appropriate equipment to undertake tasks is critical to saving time, money, and to be more efficient in our work. Due to the majority of the city's utility (water, sewer, & gas) infrastructure being located underground and along with the constant need for repair and maintenance, we find that we are on a weekly basis having to excavate roads and streets for such activities. As a direct result, these excavation locations require the removal of asphalt, which then needs to be replaced in a timely manner in order to get our citizens safely back on the roadways. It is imperative to expedite the repair process for these road excavations, as they are not only an inconvenience for our citizens, but they become a safety-risk issue when left un-repaired for days. The cost associated with these repairs is mounting and we see where the ability to complete these repairs with city staff will not only lower the cost, but will also shorten the time for repairs to be made as we will be working within our own schedule. In addition to cost and time, this equipment will also relieve the need for Public Works to change their schedule to assist with completing utility projects.		
Alternatives: Continue to rely on Public Works to make repairs around their busy schedule and when they have time available, or continue to use a sub-contractor for repairs that bring all the additional associated costs.		
Source of Funds: 410.78.536-060.64		
Financial Impact: \$60,241.00. Purchasing the equipment would have long-term savings within our roadway and/or repair and maintenance accounts. It would also alleviate the risk of exceeding budgetary limits for the fiscal year.		
Exhibits Attached: 1) Asphalt Hopper & Roller Quote		



Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:
 City of Lake City

12/10/2019

(1) NEW CATERPILLAR CB1.7 DOUBLE DRUM COMPACTOR

CONTRACT DETAILS

Florida Sheriff's Association
 Bid # FSA18-VEH16.0 Partial Extension
 Specification # 49, 47" Small Double Drum Roller-5,400 Lbs, and Options
 Contract Rollover Dates: October 1, 2019 Through September 30, 2020

CONTRACT PRICING

BASE	Caterpillar CB24B Per Sheriff's Contract Specifications	\$43,129
472-8116	Downgrade to CB14B, Base Machine Only	<u>(\$14,912)</u>
	Sub Total	\$28,217
	Plus 3.4% CPI Rollover Sheriff's Contract Increase	<u>\$993</u>
TOTAL OF BASE MACHINE		\$29,210

NON-SPECIFIED OPTIONS

485-6100	MODEL NAME CHANGE TO CB1.7	NC
485-6002	CB1.7 UTILITY COMPACTOR	INCL
488-2784	ENGINE, CAT C1.1 TIER 4F	INCL
485-6082	MUFFLER, STD	INCL
485-6202	DRUM, STANDARD	INCL
485-6087	OIL, HYD, FACTORY FILLED	INCL
485-6089	LIGHTS, WORKING	INCL
485-6085	ROPS, FOLDABLE	INCL
485-6186	SEAT, ADJ VINYL	INCL
485-6170	PRODUCT LINK, CELLULAR PL241	INCL
485-6189	LIGHT, WARNING	INCL
485-6098	SWITCH, BATTERY, DISCONNECT	INCL
485-6196	GUARD, WORKING LIGHTS	INCL
485-6097	LIFT, SINGLE POINT	INCL

485-6081	INSTRUCTIONS, NORTH AMERICAN	NC
5P-2506	SERIALIZED TECHNICAL MEDIA KIT	NC
TOTAL OF NON-SPECIFIED OPTIONS		\$0

WARRANTY

	12 MONTH / UNLIMITED HOUR PREMIER	INCL
	36 MONTH / 500 HOUR PREMIER	\$575

	SUBTOTAL	\$29,785
	LESS ONE TIME ADDITIONAL DISCOUNT	(\$1,709)
	TOTAL TRANSACTION PRICE	\$28,076

Todd Sandlin

Ring Power Corporation

K M INTERNATIONAL
6561 BERNIE KOHLER DRIVE

KMII QUOTE

Date	Estimate #
2/3/2020	30560

Name / Address
CITY OF LAKE CITY, FLA BRIAN SCOTT 32024

Ship To
CITY OF LAKE CITY, FLA BRIAN SCOTT 32024

P.O. No.	Terms	Rep	Delivery
	Net 30 Days	CC	PO+30

Item	Description	Qty	Cost	Total
KM 8000TEDD C2M2	KM 8000TEDD C2M2- 4 TON ASPHALT HOTBOX/RECLAIMER DIESEL FIRED HYDRAULIC DUMP TRAILER (18' STD) WITH ELECTRIC BRAKES,	1	27,400.00	27,400.00T
EXTENDED TRAILER (8000)	KM 8000 EXTENDED TRAILER; ADDS 2 FEET (18 FT. TO 20 FT.)TO OVERALL LENGTH (TO ACCOMMODATE 2-18X DECK/TACK TANK/ETC.)	1	500.00	500.00T
SOLVENT TANK	SOLVENT TANK OPTION, 7 GAL, LATCHED HINGED LID, 3/4" BOTTOM DRAIN W/ PLUG, 4000/8000	1	375.00	375.00T
TOOL RACK OPTION	TOOL RACK OPTION; HOLDS 4-6 TOOLS, 4000/8000 PN - TR4/8	1	290.00	290.00T
LIGHT, STROBE (8000)	KM 8000 STROBE; AMBER STROBE LIGHT, 6" DOME, MOUNTED SWITCHED (3000 SERIES)	1	300.00	300.00T
24 HOUR TIMER-BURNER ON DE...	24 HOUR TIMER, BURNER ON DELAY 0-168 HRS, OPERATOR PROGRAMMABLE, KM DIESEL BURNER HOTBOX OPTION	1	1,150.00	1,150.00T
HANDLING	HANDLING/PACKAGING AND/OR CRATE CHARGES	1	150.00	150.00T
FREIGHT - NORTH BRANCH	FOB - DOOR NORTH BRANCH, MI 48461 TO DOOR XXXXXX	1	2,000.00	2,000.00T
	Sales Tax Exempt Governmental Agencies		0.00%	0.00

Tax Indemnification. Buyer shall pay, and indemnify and hold Seller, and its Affiliates, and all officers, directors, employees and agents harmless from and against, any taxes that may at any time be asserted in respect of the transactions described in this purchase order, or the Buyer's use or possession of the equipment that is the subject of this purchase order (including any sales, use, receipts, value added, occupation, excise, personal property, privilege or license taxes, or any withholdings, but not including taxes imposed upon Seller with respect to its overall net income) and costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the Buyer's purchase, use or possession of the equipment or otherwise.

Total	\$32,165.00
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Phone #	Fax #
(810) 688-1234	(810) 688-8765

Quoted By: _____

Accepted _____

Keizer-Morris International, Inc.

Please note that ALL WARRANTY PARTS must be returned to KMI within 7 business days of customer receipt in order for credit to be issued.

MEMORANDUM

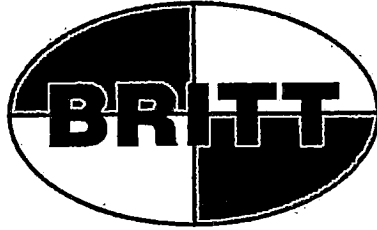
Date: February 27, 2020
To: City Council Members
From: Joe Helfenberger, City Manager
Re: Survey for Alligator Lake Annexation



Our annexation ordinance requires that a survey be completed as part of an application for annexation of land into the corporate boundary of the City of Lake City. Columbia County has voted to approve an application for annexation of this land into the City with the City paying for any costs for the annexation process. This land is needing to be annexed in order to annex property further east to develop an industrial property tax base.

Three survey firms were contacted to submit quotes for doing the survey work for the Alligator Lake property. Since the property includes confirming points under water, the cost of the survey is high. The three quotes are attached. The low quote was Britt Surveying and Mapping, LLC. Britt Surveying will do the work within 30 days for \$19,500.

I am recommending that the City Council approve Britt Surveying and Mapping to do this survey work and that the cost of this work be paid with money that was budgeted for Blanche rent payments but not spent due to a delay in the Blanche construction.



Britt Surveying and Mapping, LLC
2086 SW Main Blvd Ste 112 • Lake City, FL 32025
386-752-7163 P • 386-752-5573 F • www.brittsurvey.com

02/25/2020

David Young
Director Growth Management Department
205 N Marion Avenue
Lake City, FL 32055

Re: Alligator Lake Park – See attached parcel list

To perform a Boundary Survey on the exterior of these parcels and determine the perimeter or the outer boundary of the parcels where accessible. The cost for these services will be \$19,500 and the work can be completed within 25 - 30 business days from the time the order is placed. We will deliver the drawing in an electronic Cad file, a points file, a PDF copy, and signed and sealed paper originals. If you wish to proceed please complete the attached order form and return it to our office with any authorization necessary such as PO # or order information.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Scott Britt".

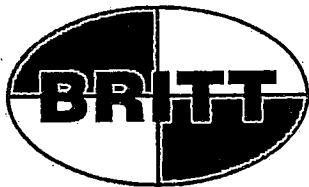
L. Scott Britt
LS 5757



City of Lake City
Growth Management
 205 NORTH MARION AVENUE
 LAKE CITY, FL 32055
growthmanagement@lcfla.com
 TELEPHONE: (386) 719-5750 FAX: (386) 758-5426

Columbia County Alligator Lake Park Parcels

Parcel Number	Book/page	Area
04-4S-17-07598-000	833/1408	213.5 acres
04-4S-17-07598-004	833/1413	10 acres
04-4S-17-07598-005	894/1124	169.06 acres
05-4S-17-07677-000	833/1408	108.94 acres
09-4S-17-08301-022	833/1416	20 acres
09-4S-17-08301-005	1367/0071	42 acres
09-4S-17-08301-001	833/1416	26 acres
08-4S-17-08164-001	833/1419	231.45 acres REMOVED
09-4S-17-08300-999	905/1602	16.1 acres
09-4S-17-08301-098	833/1416	122.63 acres
08-4S-17-08164-003	833/1419	50.72 acres REMOVED



BRITT SURVEYING
LAND SURVEYORS AND MAPPERS
 2086 SW Main Blvd. Ste 112 ♦ Lake City, FL 32025
 Phone (386) 752-7163 ♦ Fax (386) 752-5573
 www.brittsurvey.com

SURVEY REQUEST

Date: _____

Ordered by: _____ Company: _____ Phone: _____

Billed To: _____

Address: _____

Phone: _____ Fax: _____

Legal Description: _____

Closing Date: _____ Completion Date desired: _____

Certifications: (Lender, Buyer/Owner, Title Co./Attorney & Underwriter)

CHECK TYPE OF SURVEY:

- | | |
|--|--|
| <input type="checkbox"/> Boundary & Location | Perimeter survey find corner locate improvements & prepare drawing. |
| <input type="checkbox"/> Update Survey | Update previous survey |
| <input type="checkbox"/> Topo Survey | Spot elevations set benchmark on site. |
| <input type="checkbox"/> Set Bench Mark | Set benchmark on site based on published BM or an assumed BM. |
| <input type="checkbox"/> Finished Floor (FEMA) | Determine finished floor elevation and prepare elevation certificate. |
| <input type="checkbox"/> Stake Building | Set corners of building with hub and tack for construction. |
| <input type="checkbox"/> Foundation Survey | Locate Forms, walls, slab or building showing ties to the boundary lines as required. |
| <input type="checkbox"/> Final Survey | A boundary survey showing visible improvement location for lending institution. |
| <input type="checkbox"/> Subdivision of land | Dividing a parcel into more than one parcel of land. |
| <input type="checkbox"/> Subdivision platting | Preparing a preliminary plan for the county approval and the final plat for recording. |
| <input type="checkbox"/> Field work only | _____ |
| <input type="checkbox"/> Other | _____ |

QUOTE: (if any): _____ (Total) By: _____


Schedule of payments: (if necessary)
 1st (Boundary) _____ 2nd (Slab) _____ 3rd (Final) _____ 4th _____

I THE OWNER, BUYER OR AGENT BY MY SIGNATURE BELOW, HEREBY ORDER and agree to pay for the above listed surveying services rendered by Britt Surveying. In the event of nonpayment, and if any further action becomes necessary on the part of Britt Surveying, I further agree that I will be responsible for any and all attorney's fees and costs associated therewith.

OWNER, BUYER OR AGENT: _____ **PRINT NAME**

PLEASE NOTE: THIS IS NOT AN ORDER UNTIL COMPLETED, SIGNED, AND RETURNED.



DEREN 
LAND SURVEYING
4605 NW 6th Street, Unit H
GAINESVILLE, FLORIDA 32609
352-331-0010

An Agreement for the Provision of Professional Land Surveying Services

Professional Land Surveyor: David M. Deren, P.S.M. #6946

Client: City of Lake City
Growth Management
growthmanagement@lcfla.com

Date Offered: 2-25-20

Project Name: Alligator Lake Park

Location: Lake City, FL

Scope of Services:

Deren Land Surveying will provide a Boundary survey of the 11 parcels as provided by the Client per Attachment within this proposal being 1,010.4 acres more or less. This will be a Boundary Survey with no improvements located. The estimated time of completion is 6 weeks for the fieldwork and mapping.

Cost: \$39,000

Fee Arrangement: The Client will be billed at the completion of the services provided above. Invoice is due upon receipt. (The cost estimate and/or hourly rates listed in this proposal are valid for 90 days from the date offered.)

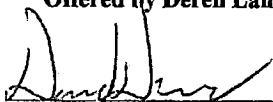
Any additional Survey Services requested will be billed as Special Conditions below.

Special Conditions:

Total station field crew \$150.00 per hour
CAD Operator \$95.00 per hour
Professional Land Surveyor \$110.00 per hour

Offered by Deren Land Surveying, LLC

Accepted by (Client):



(Signature)

2-25-20
Date

(Client

Signature)

David Deren, President
(Printed Name / Title)

(Printed Name / Title)



Page Two

TERMS AND CONDITIONS

Deren Land Surveying, LLC shall perform the service outlined in this agreement for the stated fee agreement.

Access To Site

Unless otherwise stated, the Surveyor will have access to the site for activities necessary for the performance of the services, the Surveyor will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, including stated lump sum, shall be understood to be an opinion of the probable cost, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered as indicated in Agreement.

Billings/Payments

It is understood that this agreement is between the Surveyor and the Client, and that payment to the Surveyor is not contingent upon payment to the Client from a third party. Invoices will be submitted at project completion and are due when rendered. Invoice shall be considered **PAST DUE** if not paid within 30 days after invoice date and the Surveyor may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid after 40 days a Claim of Lien will be filed against the property, in addition the Client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless the Surveyor and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claims, damages, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the client (except the Surveyor) or anyone for whose acts any of them may be liable.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Surveyor, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the Surveyor's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the amount of the Surveyor's fee or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to the Surveyor's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Surveyor for all services, rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All field notes, field data, plans and drawings produced by the Surveyor under this agreement shall remain the property of the Surveyor and may not be used by this Client for any other endeavor without the written consent of the Surveyor.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of Florida.

Attachment



City of Lake City Growth Management

205 NORTH MARION AVENUE
LAKE CITY, FL 32055
growthmanagement@lcfia.com
TELEPHONE: (386) 719-5750 FAX: (386) 758-5426

Columbia County Alligator Lake Park Parcels

	Parcel Number	Book/page	Area
1	04-4S-17-07598-000	833/1408	213.5 acres
2	04-4S-17-07598-004	833/1413	10 acres
3	04-4S-17-07598-005	894/1124	169.06 acres
4	05-4S-17-07677-000	833/1408	108.94 acres
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6	09-4S-17-08301-005	1367/0071	42 acres
7	09-4S-17-08301-001	833/1416	26 acres
8	08-4S-17-08164-001	833/1419	231.45 acres
9	09-4S-17-08300-999	905/1602	16.1 acres
10	09-4S-17-08301-098	833/1416	122.63 acres
11	08-4S-17-08164-003	833/1419	50.72 acres



February 17, 2020

City of Lake City
Attn: David Young
205 North Marion Avenue
Lake City, Florida 32055

Via Email: YoungD@lcfla.com

Re: Boundary Survey – Alligator Lake Park

Dear Mr. Young:

We appreciate the opportunity to submit a proposal to prepare a boundary survey for the above referenced property.

The following outlines our scope of services and fees.

Limits of Survey

The Boundary Survey will include following Columbia County Tax Parcels Numbers:

04-4S-17-07598-000
04-4S-17-07598-004
04-4S-17-07598-005
05-4S-17-07677-000
09-4S-17-08301-022
09-4S-17-08301-005
09-4S-17-08301-001
08-4S-17-08164-001
09-4S-17-08300-999
09-4S-17-08301-098
08-4S-17-08164-003

The total area for these parcels (Alligator Lake Park) is approximately 1,000 acres.

Surveying Services

- Prepare a boundary survey of the subject property which meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. This boundary survey will include the location of fixed above ground improvements (buildings, fences, etc.) in relation to the property boundaries established by a Professional Surveyor & Mapper in conjunction with the legal description shown upon the survey. Monuments will be set or found and will be flagged, unless a physical obstruction, such as a tree, prevents this.

Notes

1. This survey does include the location of fixed above ground improvements. This survey does NOT include any vertical (elevation) measurements, tree locations, or the location of underground utilities.
2. This proposal does NOT include interior fences.
3. This proposed survey will be one overall boundary survey, the individual parcels will not be surveyed individually.
4. This proposal does NOT include blazing or marking property lines, nor witnessing property corners.
5. A search of the public records for easements or other restrictions affecting the property is not included in this proposal, however all easements or other restrictions affecting the property which have been provided to the surveyor by the client will be shown on the survey if they can be plotted with the information provided to the surveyor.

Fees

Surveying Services

- Boundary Survey \$ 82,000

Printing, overnight mailing, and other miscellaneous costs will be billed as direct reimbursable.

A 20% retainer is due prior to commencement of work. Invoicing will be done monthly based on work completed.

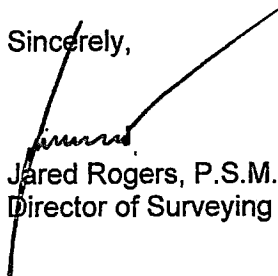
Schedule

Based on our current schedule we can complete the surveying services within 5 months of receipt of authorization to proceed. Should there be a significant delay in receiving authorization to proceed the above schedule may have to be revised based on our workload at that time.

If this proposal meets with your approval, please authorize eda engineers • surveyors • planners, inc. to proceed with the work outlined above by signing the attached contract and initialing the fee schedule.

If you have any questions, please feel free to contact our office.

Sincerely,



Jared Rogers, P.S.M.
Director of Surveying

Client Contract

CONSULTANT:

eda engineers • surveyors • planners, inc.
 2404 NW 43rd Street
 Gainesville, FL 32606
 P: (352) 373-3541 F: (352) 373-7249

CLIENT:

City of Lake City
 Attn: David Young
 205 North Marion Avenue
 Lake City, Florida 32055

Client requests and authorizes CONSULTANT to perform the following services:

SCOPE: per proposal dated February 17, 2020 for Alligator Lake Park

COMPENSATION by CLIENT to CONSULTANT will be:

SERVICE	COST	INITIAL FOR APPROVAL
Boundary Survey	\$82,000.00	

Other Terms: Retainer of 20% due upon proposal acceptance; funds to be applied toward final invoice. Invoices due and payable within fifteen (15) days of presentation.

Services covered by this AGREEMENT will be performed in accordance with the Provisions listed below and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understanding and may only be changed by written amendments executed by both parties.

PROVISIONS

- 1. Authorization to Proceed.** Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.
- 2. Per Diem Rates.** CONSULTANT'S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT'S employees for the indicated classification. These rates are subject to adjustments upon 60-day notice and include all allowances for salary, overhead and fees, but do not include allowances for Direct Expenses.
- 3.1 Cost Opinions.** Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other project economics will not differ from the cost opinions or other PROJECT economic evaluation provided.
- 3.2** The CLIENT agrees that CONSULTANT has given no guarantees regarding the outcome or resolution of this engagement. Specifically, as it relates to land use/zoning or other development approval(s), the CLIENT agrees that CONSULTANT has not and cannot guarantee that the applications will be approved, or approved with conditions acceptable to the CLIENT, since the government approval process necessarily involves review of the applications in the legislative and political process, which carries with it a high degree of discretion, risk, and uncertainty. The CLIENT also agrees that the approval process requires the professional judgment of CONSULTANT, in consultation with other professional consultants and the CLIENT, none of whom can control the behavior of public officials or guarantee the outcome of a public body's vote on an application.
- 3.3** To the extent that actions or inactions by the government require additional services beyond those estimated in the scope of work and Compensation sections of this Agreement, CONSULTANT will be entitled to payment by CLIENT for those services upon presentation of the invoice.
- 4. Standard of Care.** The Standard of Care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional Engineers, Surveyors & Mappers, Planners or CONSULTANTS

performing the same or similar services in Alachua Co., Florida at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this Standard of Care without additional compensation.

5. Termination. This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. Should CLIENT not pay any invoices within 30 days of receipt, the CONSULTANT reserves the right to discontinue work and/or terminate this agreement for cause by providing the client 5 days written notice. On termination, CONSULTANT will be paid for all authorized services performed up to the termination date plus expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Provisions 8 through 12, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. Payment to Consultant. Monthly invoices will be issued by CONSULTANT for all services provided under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law, will be charged on all past-due amounts starting 15 days after the date of the invoice. Payment will first be credited to interest and then to principal. If payment is not received within 30 days of invoice date the CONSULTANT will stop work and inform the CLIENT that work has stopped, and legal means will be pursued to obtain payment. No information/data associated with the project will be provided to any party involved (including official agencies) until full payment of past due invoices is received. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

CLIENT will exercise reasonableness in contesting any invoice or portion of the invoice until mutually resolved. If any action, in law or equity, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees as determined by the court in the same action.

7. Limitation of Liability. In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT'S other liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT, from any cause or causes, shall not exceed the compensation received by CONSULTANT under this AGREEMENT. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it by reference.

8. Severability and Survival. If any of the Provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of all remaining Provisions shall not be impaired thereby. Limitation of Liability, indemnities and other express representations shall survive termination of this AGREEMENT for any cause.

9. Interpretations. The limitations of liability will apply whether CONSULTANT'S liability arise under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to CONSULTANT'S officers, affiliated corporations, employees and subcontractors.

10. Construction Phase Services. (a) if the Consultant prepared construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto. (b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. (c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

11. No Third-Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third-party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.

12. Assignments. This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or relating to this AGREEMENT, whether arising out of tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.

13. Dispute Resolution. The parties shall attempt to amicably resolve any disputes arising under this Agreement. Should judicial relief be necessary, such an action will only be commenced in a state court of competent jurisdiction in the Eighth Judicial Circuit in and for Alachua County, Florida. This Agreement shall be construed and interpreted under Florida law. The prevailing party in any action shall be entitled to an award of reasonable attorney's fees and all costs, whether taxable or not, for proceedings at the trial and appellate level, plus interest, and the costs of collection.

14. PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

APPROVED FOR CLIENT

ACCEPTED BY **eda**

BY _____

BY _____

Print Name & Title

Print Name & Title

Date: _____

Date: _____

8 A 1

ORDINANCE NO. 2020-2139

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 19-11, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COMMERCIAL, GENERAL (CG) TO COMMERCIAL, HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 19-11, by Jeffrey L. Ruffo, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COMMERCIAL, GENERAL (CG) to COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

Parcel No. 34-3S-16-02483-999

A parcel of land lying within Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the East line of said Section 34 and the North right-of-way line of U.S. Highway 90 (State Road 10/Duval Street); thence North 08°00'00" East 600.00 feet, along the East line of said Section 34 to the Point of Beginning; thence North 08°00'00" East 106.75 feet; thence North 54°27'27" West 316.63 feet; thence South 79°53'05" West 220.22 feet to the East right-of-way line of Northwest Hall of Fame Drive (formerly Devane Drive); thence South 08°00'00" West 184.77 feet, along the East right-of-way line of said Northwest Hall of Fame Drive (formerly Devane Drive); thence South 82°00'00" East 490.00 feet to the Point of Beginning.

Containing 2.13 acres, more or less.

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

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

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

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

PASSED upon first reading this 3rd day of February 2020.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 2nd day of March 2020.

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

RESOLUTION NO. PZ/LPA Z 19-11

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION BY THE PROPERTY OWNER OF SAID ACREAGE, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVAL OF AN APPLICATION TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS BY CHANGING THE ZONING DISTRICT FROM COMMERCIAL, GENERAL (CG) TO COMMERCIAL, HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake City Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend to the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, approval or denial of amendments to the Land Development Regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empower the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the City Council, approval or denial of amendments to the Land Development Regulations, in accordance with said statute;

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

WHEREAS, the Planning and Zoning Board has been designated as the Local Planning Agency;

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

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, 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; and

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 15.2 of the Land Development Regulations and based upon said study and consideration has determined and found that:

- a. The proposed change will not be contrary to the Land Use Plan and would not have an adverse effect on the Comprehensive Plan;
- b. The proposed change is compatible with the existing land use pattern in the area;
- c. The proposed change will not create an isolated district unrelated to adjacent and nearby districts;
- d. The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- e. The proposed district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change;
- f. The proposed change will not adversely influence living conditions in the neighborhood;

- g. The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety;
- h. The proposed change will not create a drainage problem;
- i. The proposed change will not seriously reduce light and air to adjacent areas;
- j. The proposed change will not adversely affect property values in the adjacent area;
- k. The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations;
- l. The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare; and
- m. The proposed change is not out of scale with the needs of the neighborhood or the City.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, THAT:

Section 1. Pursuant to an application, Z 19-11, by Jeffrey L. Ruffo, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the City Council that the zoning district be changed from COMMERCIAL, GENERAL (CG) to COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

Parcel No. 34-3S-16-02483-999

A parcel of land lying within Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the East line of said Section 34 and the North right-of-way line of U.S. Highway 90 (State Road 10/Duval Street); thence North 08°00'00" East 600.00 feet, along the East line of said Section 34 to the Point of Beginning; thence North 08°00'00" East 106.75 feet; thence North 54°27'27" West 316.63 feet; thence South 79°53'05" West 220.22 feet to the East right-of-way line of Northwest Hall of Fame Drive (formerly Devane Drive); thence South 08°00'00" West 184.77 feet, along the East right-of-way line of said Northwest Hall of Fame Drive (formerly Devane Drive); thence South 82°00'00" East 490.00 feet to the Point of Beginning. Containing 2.13 acres, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 7th day of January 2020.

PLANNING AND ZONING BOARD OF THE
CITY OF LAKE CITY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF THE
CITY OF LAKE CITY, FLORIDA

Attest:

David C. Young, Secretary

Chris Lydick, Chair

ORDINANCE NO. 2020-2140

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 19-12, BY THE CITY COUNCIL; PROVIDING FOR REZONING FROM RESIDENTIAL/OFFICE (RO) TO COMMERCIAL, CENTRAL BUSINESS DISTRICT (C-CBD) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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

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

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

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

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

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

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

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

Section 1. Pursuant to an application, Z 19-12, by the City Council, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL/OFFICE (RO) to COMMERCIAL, CENTRAL BUSINESS DISTRICT (C-CBD) on property described, as follows:

A parcel of land lying within Sections 29 and 32, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Blocks 1 and 2 of the Central Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida, and all of Desoto Park, a subdivision recorded in the Public Records of Columbia County, Florida.

Containing 2.43 acres, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Block 83 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida.

Containing 1.04 acre, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The North 1/2 and the Southwest 1/4 and the West 10.00 feet of the Southeast 1/4 of Block 92 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida.

Containing 0.81 acre, more or less.

All said lands containing 4.28 acres, more or less.

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

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

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

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

PASSED upon first reading this 3rd day of February 2020.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 2nd day of March 2020.

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

RESOLUTION NO. PZ/LPA Z 19-12

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION BY THE CITY COUNCIL, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVAL OF AN APPLICATION TO AMEND THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS BY CHANGING THE ZONING DISTRICT FROM RESIDENTIAL/OFFICE (RO) TO COMMERCIAL, CENTRAL BUSINESS DISTRICT (C-CBD) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Lake City Land Development Regulations, hereinafter referred to as the Land Development Regulations, empowers the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, to recommend to the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, approval or denial of amendments to the Land Development Regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empower the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency, to recommend to the City Council, approval or denial of amendments to the Land Development Regulations, in accordance with said statute;

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

WHEREAS, the Planning and Zoning Board has been designated as the Local Planning Agency;

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

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, 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; and

WHEREAS, the Planning and Zoning Board, serving also as the Local Planning Agency, has studied and considered the items enumerated in Section 15.2 of the Land Development Regulations and based upon said study and consideration has determined and found that:

- a. The proposed change will not be contrary to the Land Use Plan and would not have an adverse effect on the Comprehensive Plan;
- b. The proposed change is compatible with the existing land use pattern in the area;
- c. The proposed change will not create an isolated district unrelated to adjacent and nearby districts;
- d. The proposed change will not result in a population density pattern and increase or overtaxing of the load on public facilities such as schools, utilities and streets;
- e. The proposed district boundaries are not illogically drawn in relation to existing conditions on the property proposed for change;
- f. The proposed change will not adversely influence living conditions in the neighborhood;
- g. The proposed change will not create or excessively increase traffic congestion or otherwise affect public safety;
- h. The proposed change will not create a drainage problem;
- i. The proposed change will not seriously reduce light and air to adjacent areas;

- j. The proposed change will not adversely affect property values in the adjacent area;
- k. The proposed change will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations;
- l. The proposed change will not constitute a grant of special privilege to an individual owner as contrasted with the public welfare; and
- m. The proposed change is not out of scale with the needs of the neighborhood or the City.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING BOARD OF THE CITY OF LAKE CITY, FLORIDA, SERVING ALSO AS THE LOCAL PLANNING AGENCY OF THE CITY OF LAKE CITY, FLORIDA, THAT:

Section 1. Pursuant to an application, Z 19-12, by City Council, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the Planning and Zoning Board, serving also as the Local Planning Agency, recommends to the City Council that the zoning district be changed from RESIDENTIAL/OFFICE (RO) to COMMERCIAL, CENTRAL BUSINESS DISTRICT (C-CBD) on property described, as follows:

A parcel of land lying within Sections 29 and 32, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Blocks 1 and 2 of the Central Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida, and all of Desoto Park, a subdivision recorded in the Public Records of Columbia County, Florida.

Containing 2.43 acres, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Block 83 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida.

Containing 1.04 acre, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The North 1/2 and the Southwest 1/4 and the West 10.00 feet of the Southeast 1/4 of Block 92 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida.

Containing 0.81 acre, more or less.

All said lands containing 4.28 acres, more or less.

Section 2. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption.

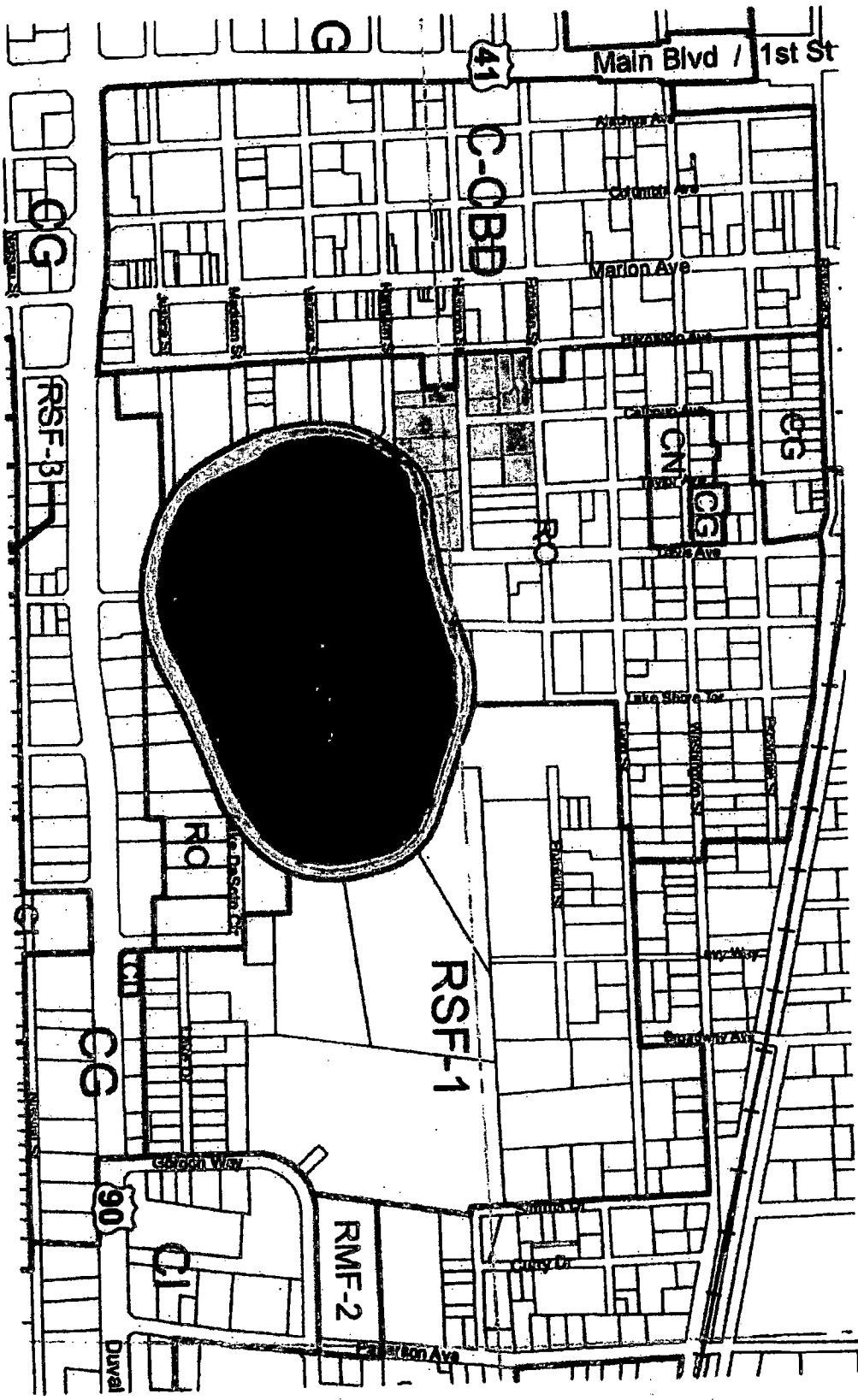
PASSED AND DULY ADOPTED, in special session with a quorum present and voting, by the Planning and Zoning Board, serving also as the Local Planning Agency, this 30th day of January 2020.

PLANNING AND ZONING BOARD OF THE
CITY OF LAKE CITY, FLORIDA,
SERVING ALSO AS THE
LOCAL PLANNING AGENCY OF THE
CITY OF LAKE CITY, FLORIDA

Attest:

David C. Young, Secretary

Chris Lydick, Chair



Main Blvd / 1st St

41

C-CBD

Marion Ave

CG

RSF-3

CG

CG

CG

RO

Marion Ave

RO

RSF-1

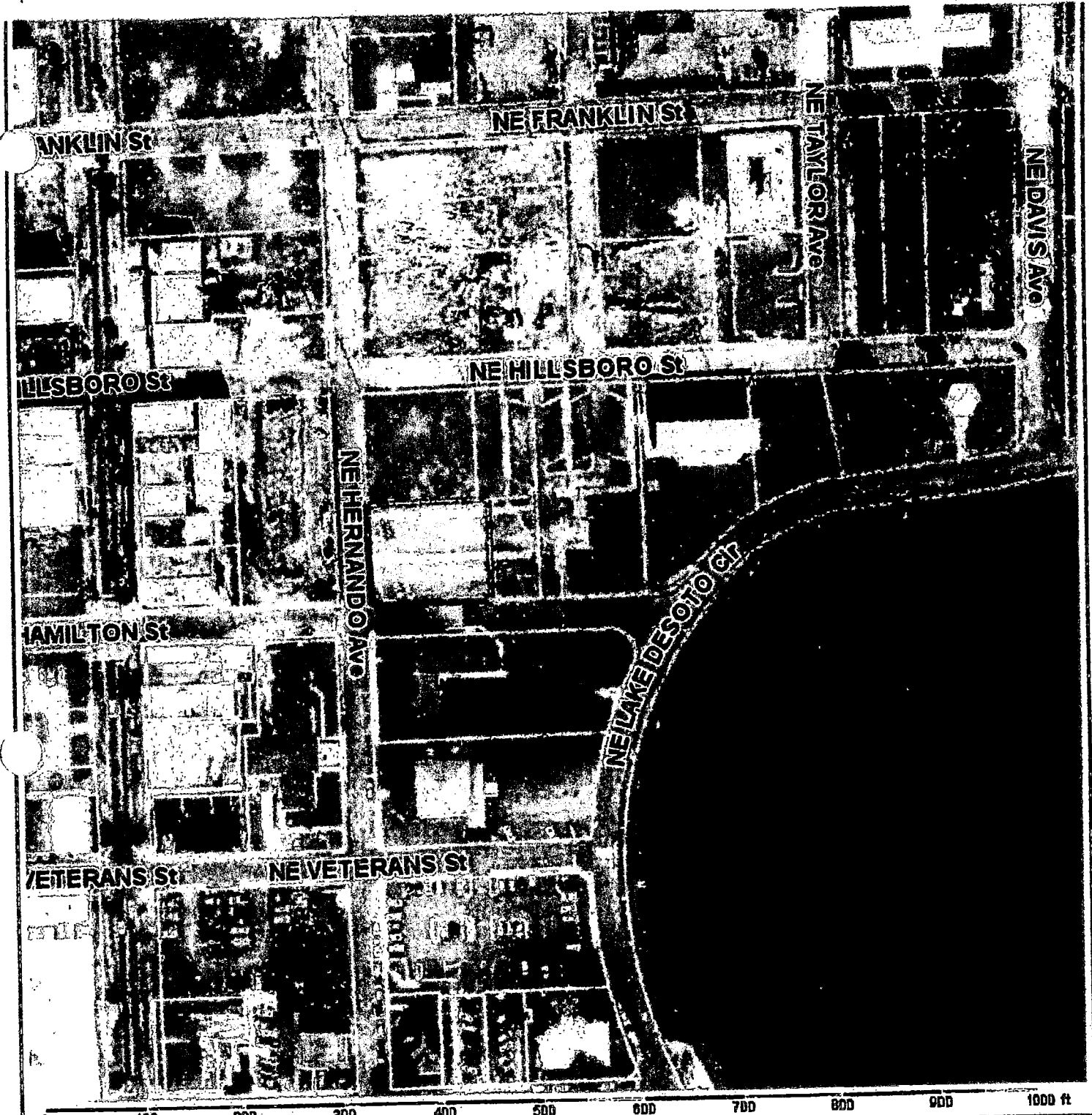
CG

90

RME-2

C1

Duval



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

PARCEL: 00-00-00-12626-000 OTHER | MUNICIPAL (008900) | 0.27 AC
 C DIV: 119 FT E & W BY 99 FT N & S IN SW COR BLK 2. ORB 624-407 698-448, 719-325, 810-587,

Owner: CITY OF LAKE CITY
 205 N MARION AVE
 LAKE CITY, FL 32056

Site: 159 HAMILTON ST, LAKE CITY

Sales to:
 8/1/1995 \$52,000 1(U)
 4/19/1990 \$50,500 1(Q)
 4/14/1987 \$50,800 1(U)

2020 Working Values			
Mkt Lnd	\$13,430	Appraised	\$25,430
Ag Lnd	\$0	Assessed	\$25,430
Bldg	\$0	Exempt	\$25,430
XFOB	\$12,000	Total	county:\$0 city:\$0
Just	\$25,430	Taxable	other:\$0 school:\$0

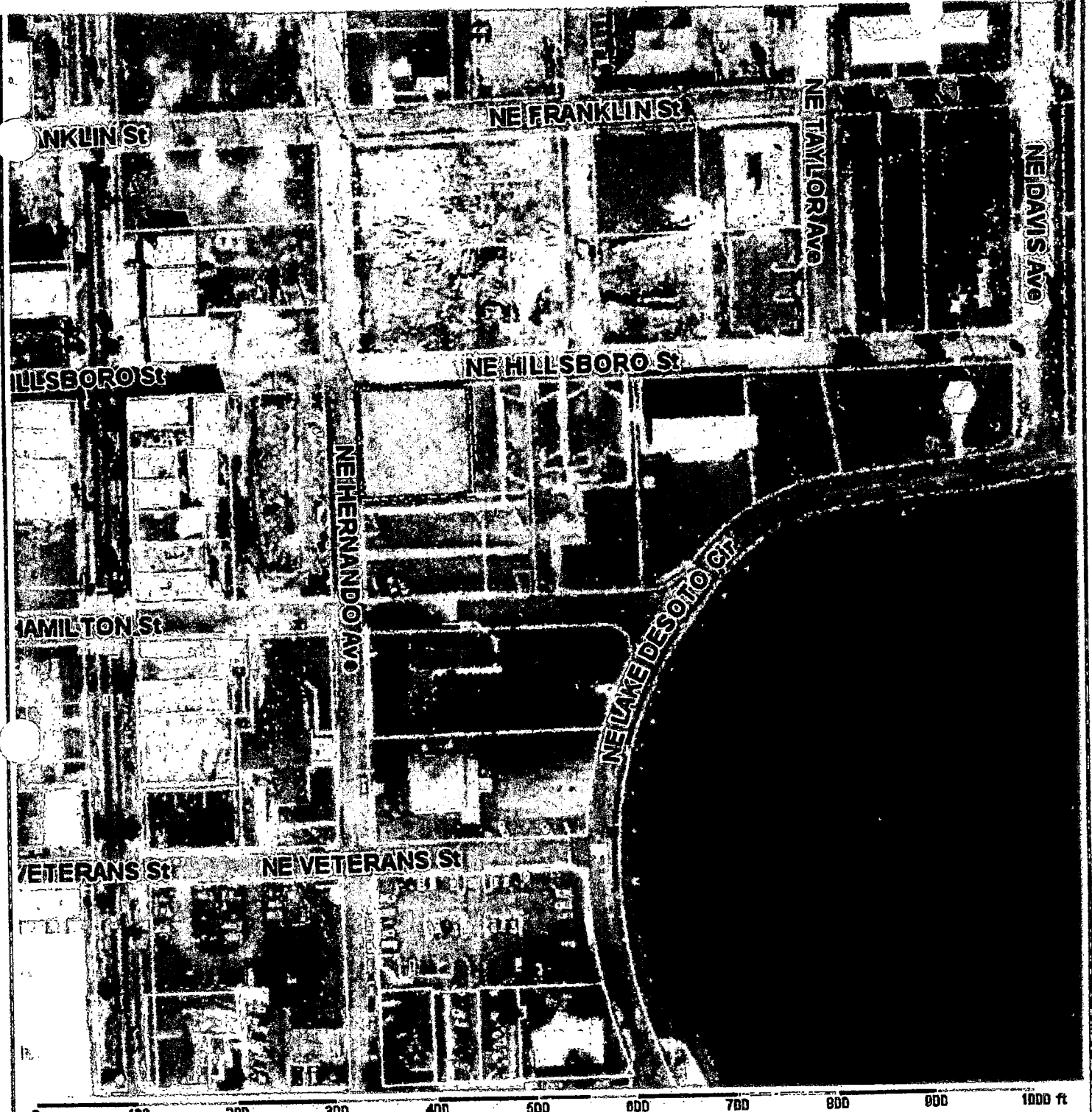
NOTES:



Columbia County, FL

This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com



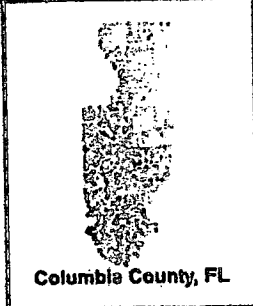
Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-12619-000 OTHER | MUNICIPAL (008900) | 0.28 AC
 C DIV: LOTS 1, 2, 3 & 4 DESOTO PARK S/D & W1/2 OF A 20-FOOT ALLEY LYING EAST OF LOTS 1 THRU 4 DESOTO PARK S/D. ORB 601-1043 - 1045, 872-1488, 901-1577

Owner: CITY OF LAKE CITY
 205 NORTH MARION AVE
 LAKE CITY, FL 32055
Site: 325 HERNANDO AVE, LAKE CITY

2020 Working Values			
Mkt Lnd	\$11,599	Appraised	\$11,599
Ag Lnd	\$0	Assessed	\$11,599
Bldg	\$0	Exempt	\$11,599
XFOB	\$0	county:	\$0
Just	\$11,599	city:	\$0
		other:	\$0
		school:	\$0
		Total Taxable	

NOTES:



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GrizzlyLogic.com



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

PARCEL: 00-00-00-12025-000 OTHER | MUNICIPAL (008900) | 0.385 AC
 N DIV: BEG SW COR, RUN N 105 FT, E 160 FT, S 105 FT, W 160 FT TO POB. BLOCK 83. EX 4.20 FT DESC ORB 1077-1366. ORB 502-183, WD 1091-1499, WD 1298-2419

Owner: CITY OF LAKE CITY FLORIDA
 205 N MARION AVE
 LAKE CITY, FL 32055

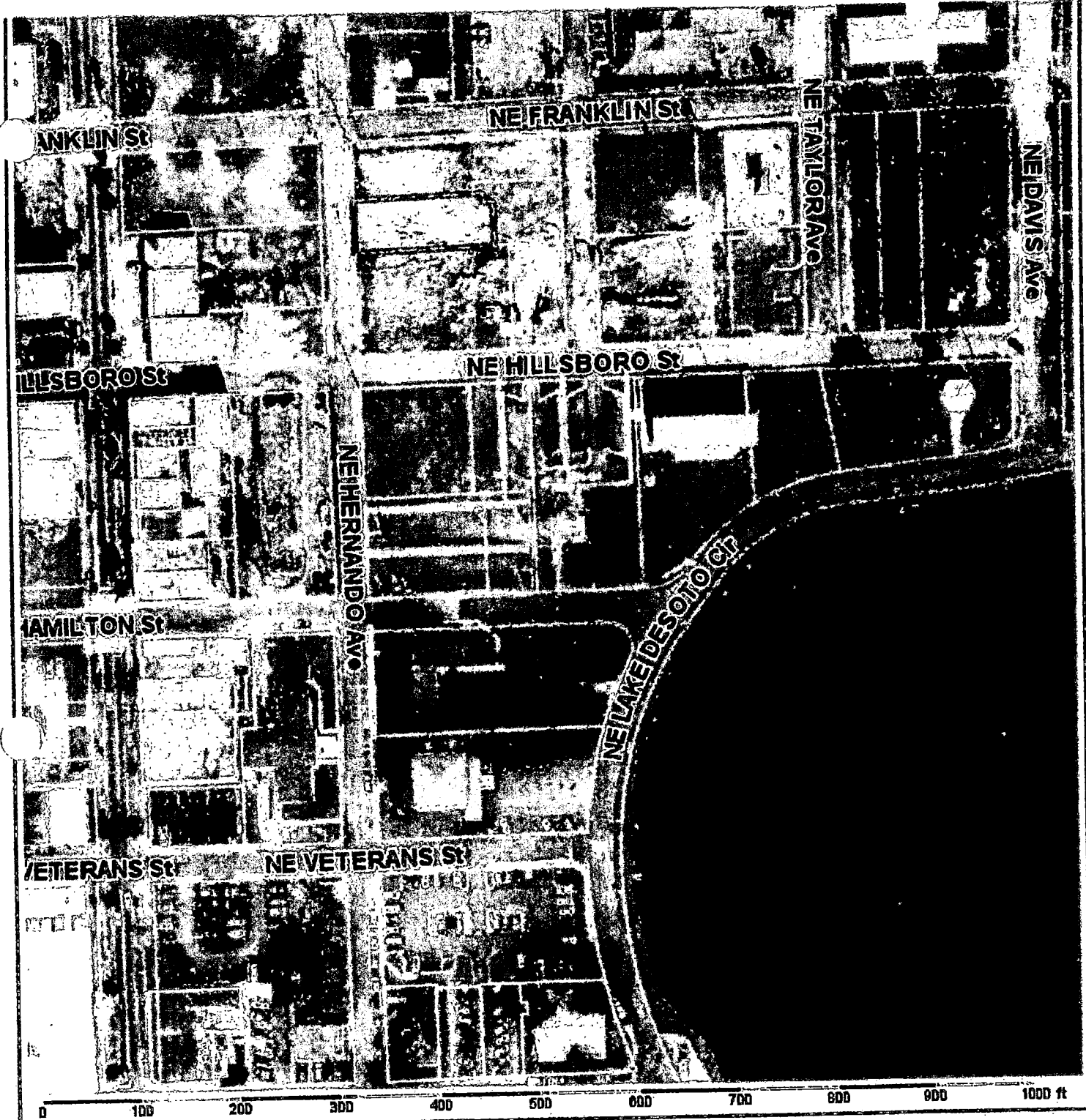
Site: 351 HERNANDO AVE, LAKE CITY
 Sales
 7/23/2016 \$100 1(U)
 8/1/2006 \$200,000 1(U)
 12/1/1982 \$15,000 1(Q)

2020 Working Values			
Mkt Lnd	\$12,600	Appraised	\$12,600
Ag Lnd	\$0	Assessed	\$12,600
Bldg	\$0	Exempt	\$12,600
XFOB	\$0		county:\$0
Just	\$12,600	Total	city:\$0
		Taxable	other:\$0
			school:\$0

NOTES:

Columbia County, FL

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

PARCEL: 00-00-00-12023-000 OTHER | MUNICIPAL (008900) | 0.16 AC
 N DIV: BEG 60 FT S OF NW COR, RUN S 52.5 FT, E 140 FT, N 41 FT, W 10 FT, N 9 FT, W 123 FT TO POB. BLOCK 63.
 ORB 515-761, 831-622, 902-1550 THRU 1554.

Owner: CITY OF LAKE CITY FLORIDA
 205 N MARION AVE
 LAKE CITY, FL 32055
Site: 365 HERNANDO AVE, LAKE CITY
 les 7/29/2015 \$100 1(U)
 o 7/11/2008 \$84,000 1(U)
 12/21/2001 \$26,000 1(O)

2026 Working Values			
Mkt Lnd	\$5,280	Appraised	\$5,280
Ag Lnd	\$0	Assessed	\$5,280
Bldg	\$0	Exempt	\$5,280
XFOB	\$0		county:\$0
Just	\$5,280	Total	city:\$0
		Taxable	other:\$0
			school:\$0

NOTES:



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

PARCEL: 00-00-00-12022-000 OTHER | MUNICIPAL (008900) | 0.266 AC
 N DIV: BEG NW COR, RUN E 210 FT, S 49 FT, W 88 FT, S 11 FT, W 122 FT, N 60 FT TO POB. BLOCK 83. ORB 404-029
 CASE# 94-1098-DR ORB 851-093, 094, QCD 100

Owner: CITY OF LAKE CITY FLORIDA
 205 N MARION AVE
 LAKE CITY, FL 32055

Site: 380 CALHOUN AVE, LAKE CITY

2020 Working Values

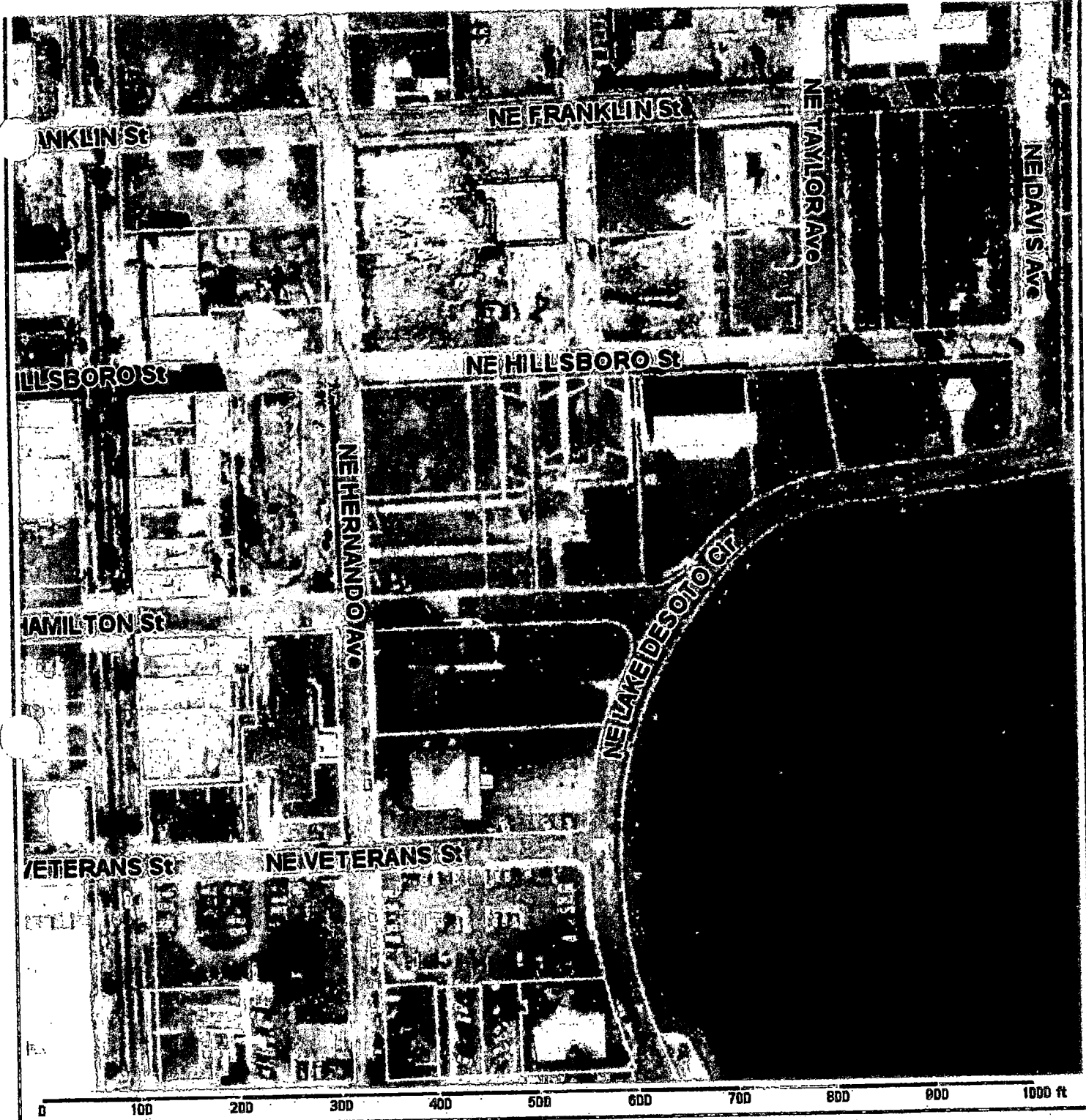
Mkt Lnd	\$8,723	Appraised	\$8,723
Ag Lnd	\$0	Assessed	\$8,723
Bldg	\$0	Exempt	\$8,723
XFOB	\$0		
Just	\$8,723	Total	county:\$0
		Taxable	city:\$0
			other:\$0
			school:\$0

NOTES:



Columbia County, FL

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

PARCEL: 00-00-00-12024-000 OTHER | MUNICIPAL (008900) | 0.098 AC
 N DIV: BEG 55 FT S OF NE COR, RUN S 56 FT, W 89 FT, N 42 FT, W 10 FT, N 16 FT, E 87 FT TO POB, BLOCK 83. ORB 529-409, ORB 1051-555, WD 1072-2631, WD 1

Owner: CITY OF LAKE CITY FLORIDA
 205 N MARION AVE
 LAKE CITY, FL 32055

Site:

files	7/23/2015	\$100	1 (U)
io	4/20/2008	\$320,000	1 (U)
	1/20/2006	\$78,000	1 (Q)

2020 Working Values			
Mkt Lnd	\$3,217	Appraised	\$3,217
Ag Lnd	\$0	Assessed	\$3,217
Bldg	\$0	Exempt	\$3,217
XFOB	\$0		county:\$0
Just	\$3,217	Total	city:\$0
		Taxable	other:\$0
			school:\$0

NOTES:



Columbia County, FL

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

PARCEL: 00-00-00-12026-000 OTHER | MUNICIPAL (008900) | 0.12 AC
 N DIV: BEG SE COR, RUN N 105 FT, W 50 FT, S 105 FT, E 50 FT TO POB. (BLOCK 83) & 4.20 FT DESC ORB 1077-1366. ORB 420-662, 614-492, 712-352, 788-1665.

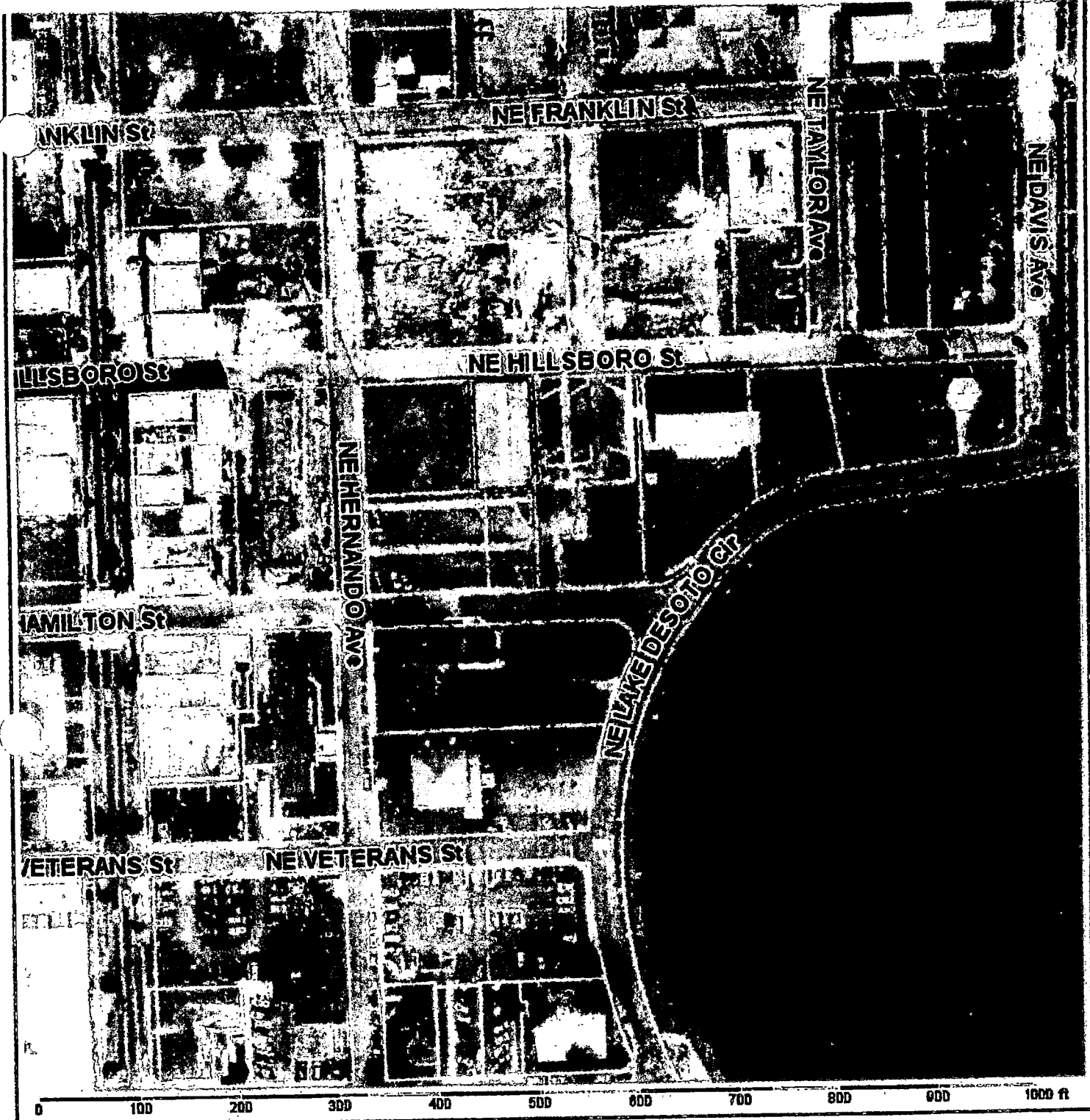
Owner: CITY OF LAKE CITY FLORIDA		2020 Working Values			
205 N MARION AVE		Mkt Lnd	\$3,937	Appraised	\$3,937
LAKE CITY, FL 32055		Ag Lnd	\$0	Assessed	\$3,937
Site: 348 CALHOUN AVE, LAKE CITY		Bldg	\$0	Exempt	\$3,937
Sales	7/23/2015 \$100 I (U)	XFOB	\$0	county:	\$0
to	8/16/2006 \$94,500 I (U)	Just	\$3,937	city:	\$0
	8/30/2005 \$60,000 I (Q)			other:	\$0
				school:	\$0
				Total Taxable	

NOTES:



Columbia County, FL

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

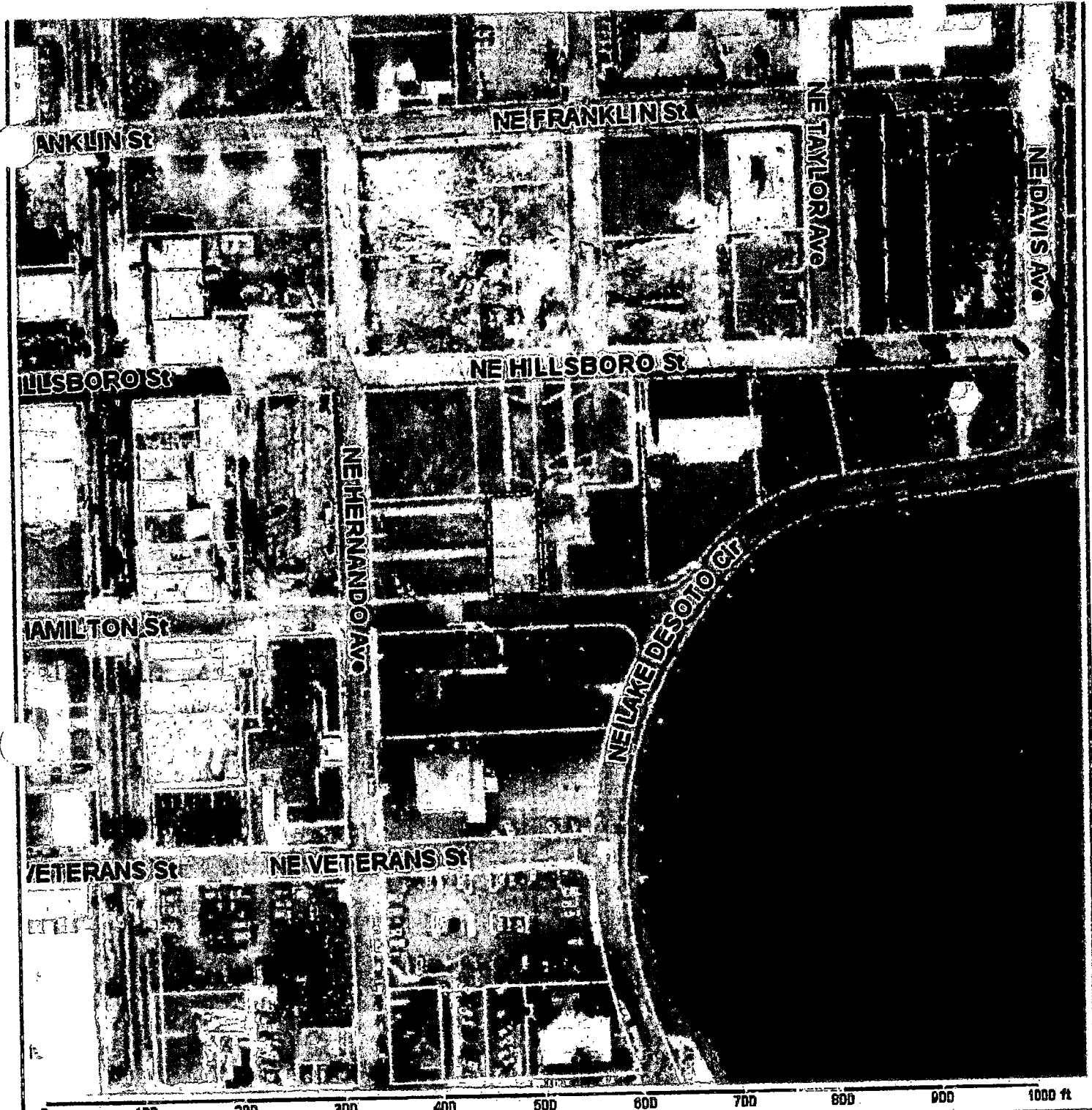
PARCEL: 00-00-00-12620-000 OTHER | MUNICIPAL (008900) | 0.15 AC
 C DIV: LOT 5 DESOTO PARK S/D & E1/2 OF A 20-FOOT ALLEY LYING WEST OF LOT 5. ORB 355-646, WD 613-651, 810-565.

NOTES:

Owner:	CITY OF LAKE CITY 205 N MARION AVE LAKE CITY, FL 32056	2020 Working Values	
Site:		Mkt Lnd	\$3,103 Appraised \$3,103
les	8/1/1995 \$22,000 1(U)	Ag Lnd	\$0 Assessed \$3,103
	1/1/1987 \$17,500 10	Bldg	\$0 Exempt \$3,103
		XFOB	\$0 Total county:\$0 city:\$0
		Just	\$3,103 Taxable other:\$0 school:\$0



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

PARCEL: 00-00-00-12627-000 OTHER | MUNICIPAL (008900) | 0.113 AC
 C DIV: BEG 10 FT E OF SW COR LOT 18 DESOTO PARK, RUN N TO SW COR LOT 6, SW 15.8 FT, W 40 FT, S 99 FT, E ALONG HAMILTON ST TO POB. (BLK 2) ORB 810-656,

Owner: CITY OF LAKE CITY
 205 N MARION AVE
 LAKE CITY, FL 32056

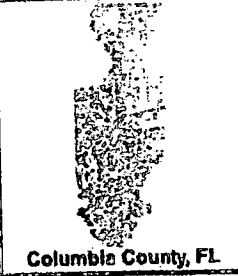
Site:

Sales	9/1/1995	\$92,000	1 (U)
o	2/1/1995	\$22,000	1 (Q)
o	6/1/1981	\$10,000	1 (Q)

2020 Working Values

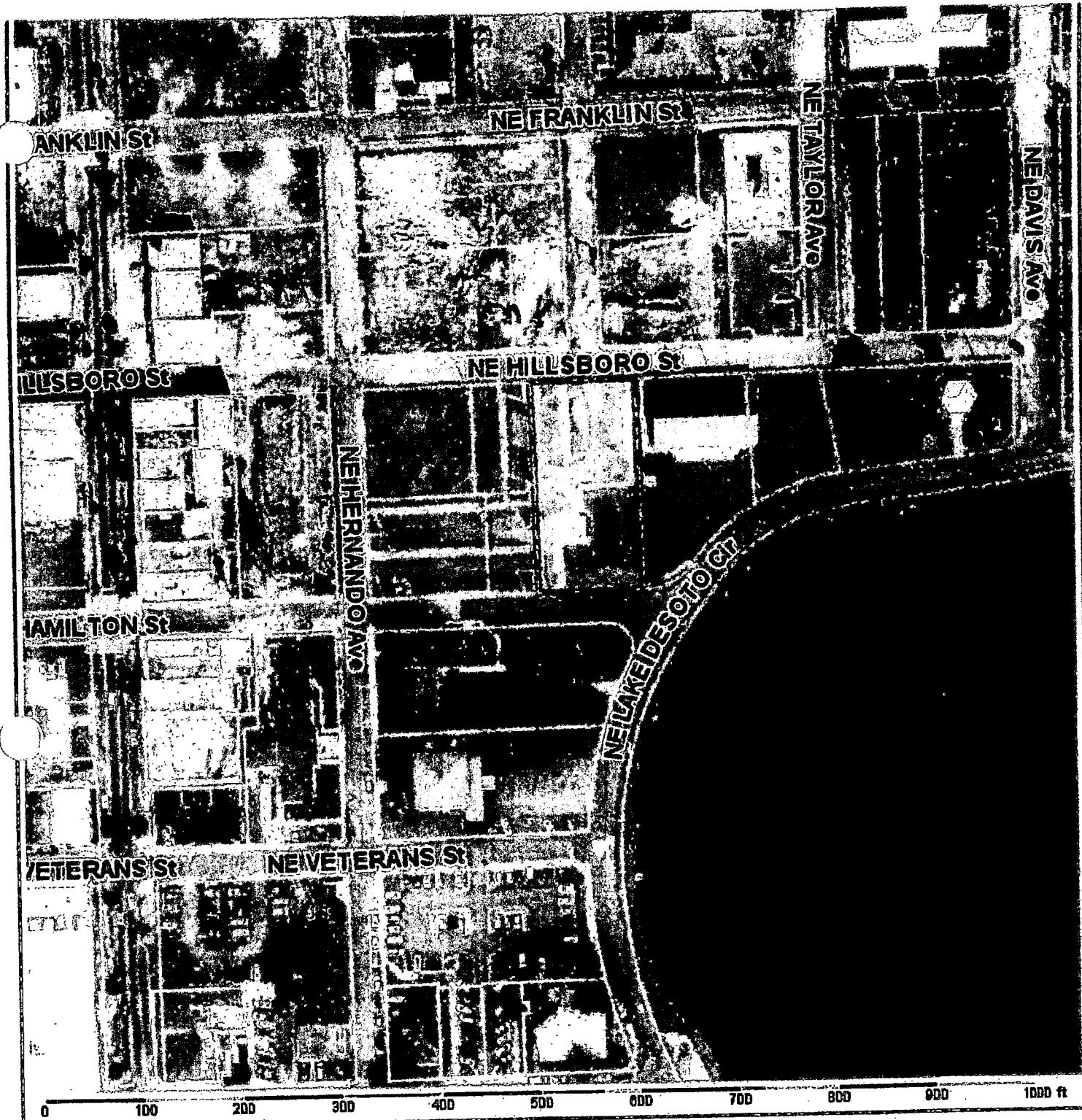
Mkt Lnd	\$4,702	Appraised	\$5,102
Ag Lnd	\$0	Assessed	\$5,102
Bldg	\$0	Exempt	\$5,102
XFOB	\$400	Total	county:\$0 city:\$0
Just	\$5,102	Taxable	other:\$0 school:\$0

NOTES:



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GrizzlyLogic.com



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

PARCEL: 00-00-00-12621-000 OTHER | MUNICIPAL (008900) | 0.506 AC
 C DIV: LOTS 6, 7 & 17 & 15.42 FT OFF W SIDE OF LOT 16 & ALL LOT 16 EX 10 FT OFF WEST SIDE LOT 16 DESOTO
 PARK S/D. ORB 350-485, 810-553, 810-556,

Owner: CITY OF LAKE CITY		2020 Working Values			
205 N MARION AVE		Mkt Lnd	\$49,812	Appraised	\$70,712
LAKE CITY, FL 32056		Ag Lnd	\$0	Assessed	\$70,712
Site: 195 HAMILTON ST, LAKE CITY		Bldg	\$0	Exempt	\$70,712
Sales	9/1/1995	XFOB	\$21,100	Total	county:\$0 city:\$0
to	\$92,000 (U)	Just	\$70,712	Taxable	other:\$0 school:\$0

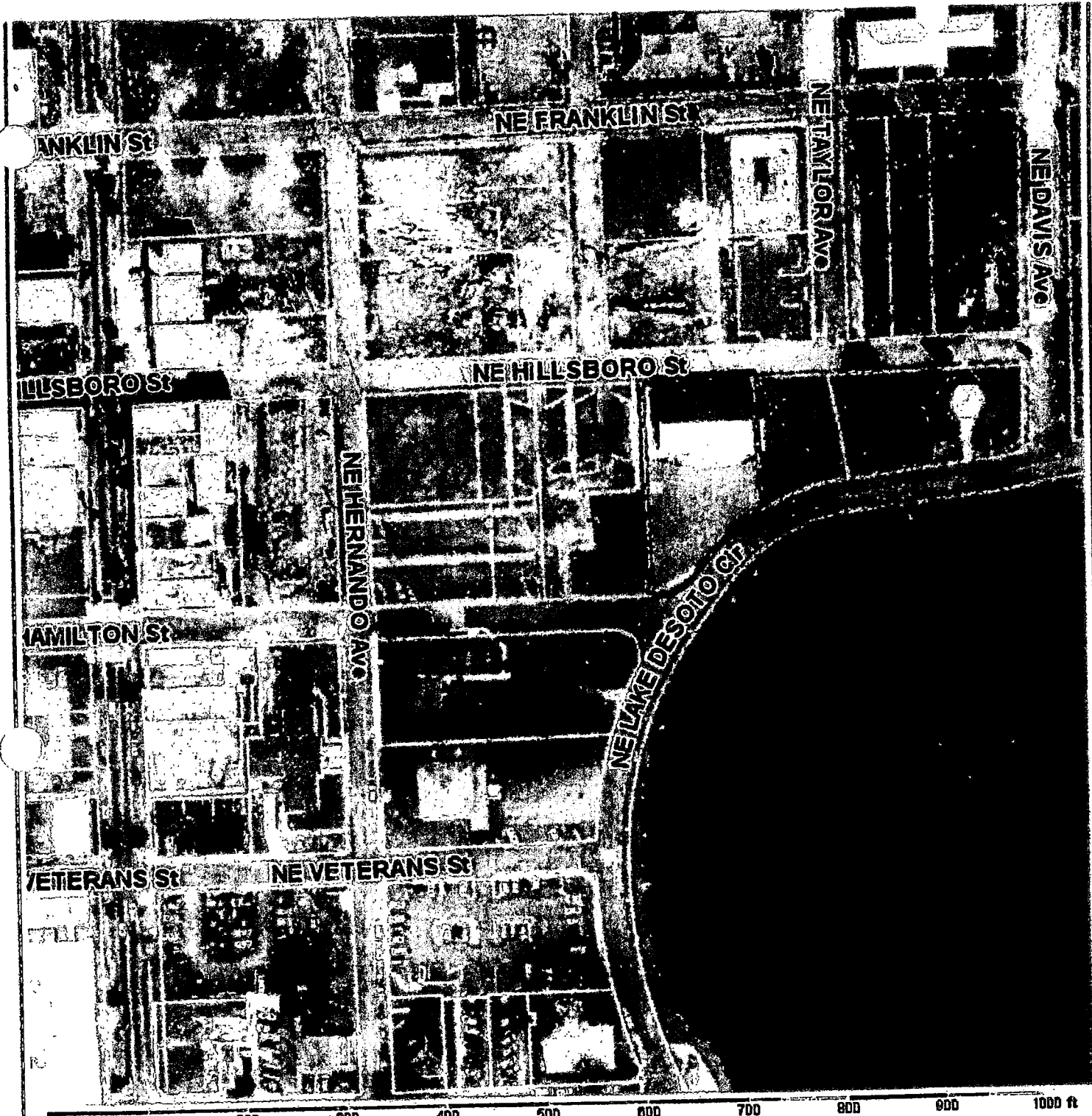
NOTES:



Columbia County, FL

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GrizzlyLogic.com



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

PARCEL: 00-00-00-12624-000 OTHER | MUNICIPAL (008900) | 0.429 AC
 C DIV: LOTS 8, 16 & LOT 16 EX 15.42 FT OFF W SIDE OF LOT 16 DESOTO PARK S/D & PART OF LOTS 13 & 14
 DESC AS: COMM NW COR LOT 8, RUN E 105.40 FT FOR POB

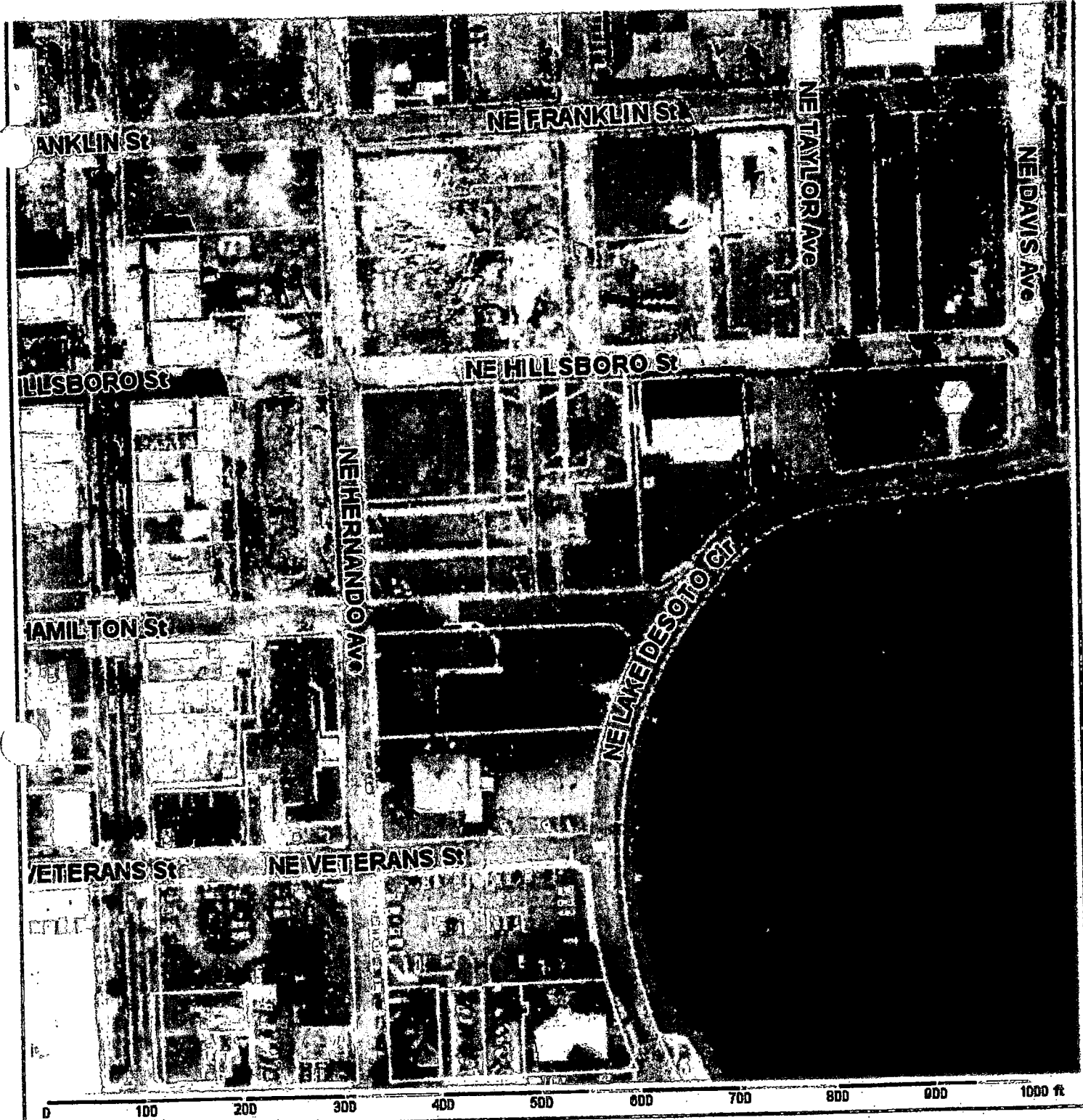
Owner:		205 N MARION AVE		LAKE CITY, FL 32055	
Site:		828 LAKE DESOTO CIR, LAKE CITY			
Files	4/18/1998	\$68,000	I(U)	Mkt Lnd	\$56,190
Info	9/13/1993	\$59,900	I(U)	Ag Lnd	\$0
	6/1/1991	\$39,500	I(Q)	Bldg	\$84,421
				XFOB	\$3,682
				Just	\$144,293
				Appraised	\$144,293
				Assessed	\$144,293
				Exempt	\$144,293
				county:	\$0
				city:	\$0
				other:	\$0
				school:	\$0
				Total Taxable	\$144,293

NOTES:



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GrizzlyLogic.com



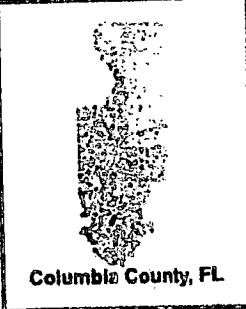
Columbia County Property Appraiser Jeff Hampton | Lake City, Florida | 386-758-1083

PARCEL: 00-00-00-12622-000 OTHER | VACANT (000000) | 0.189 AC
 C DM: BEG 200 FT W OF NE COR OF LOT 9, RUN SE 102 FT, W 81.70 FT, N 125.50 FT, E 72.40 FT TO POB. BEING A PORTION OF LOTS 12, 13 & 14 DESOTO PARK S/D

Owner: CITY OF LAKE CITY
 205 N MARION AVE
 LAKE CITY, FL 32055
Site: 232 HILLSBORO ST, LAKE CITY
 Sales to 1/6/1988 \$68,000 1(U)

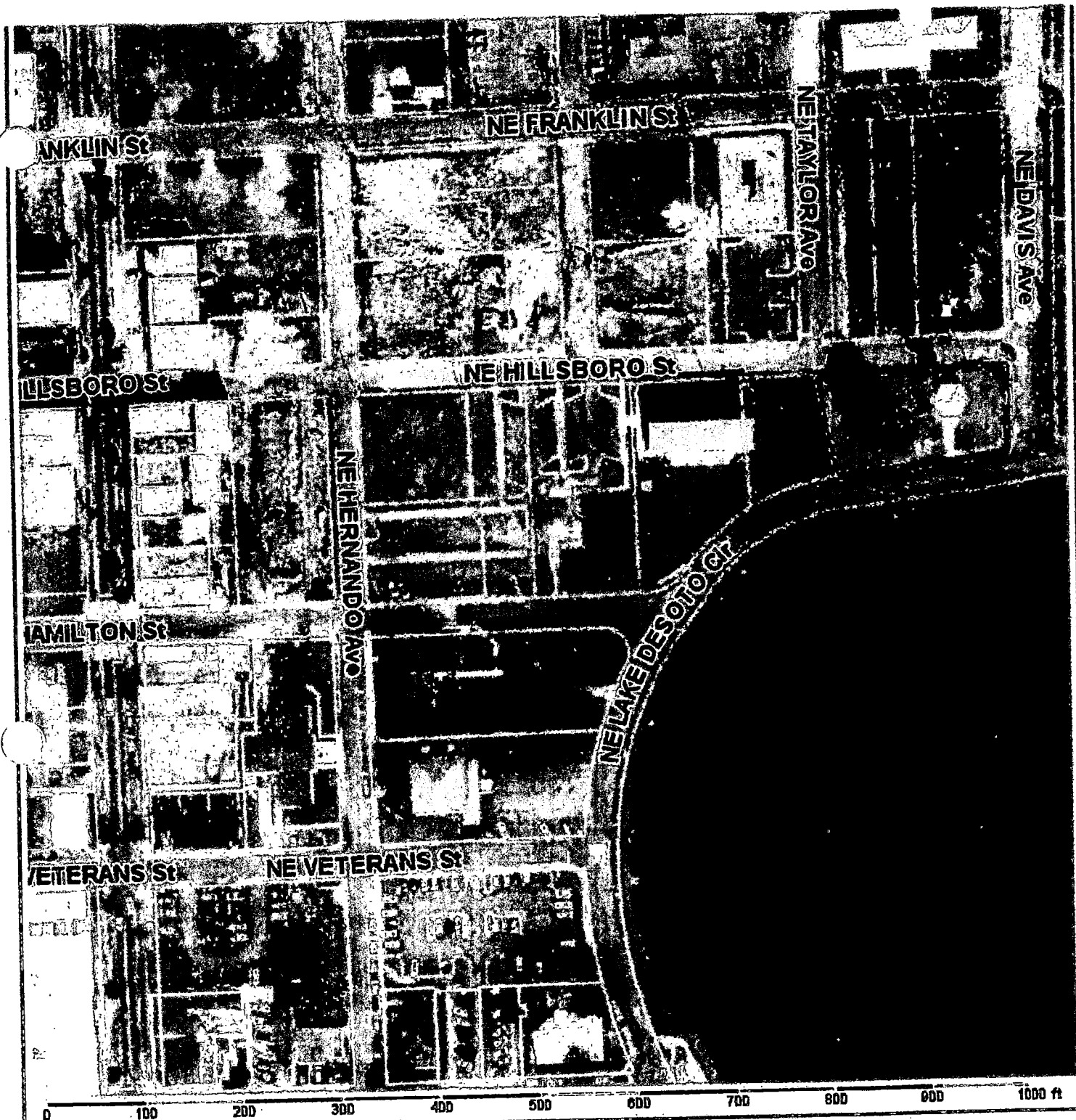
2020 Working Values			
Mkt Lnd	\$24,828	Appraised	\$24,828
Ag Lnd	\$0	Assessed	\$24,828
Bldg	\$0	Exempt	\$24,828
XFOB	\$0	county:	\$0
Just	\$24,828	city:	\$0
		school:	\$0
		Total Taxable	

NOTES:



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

PARCEL: 00-00-00-12623-000 OTHER | MUNICIPAL (008900) | 0.4 AC
 C DIV: LOTS 9, 10, 11 & LOT 12 EX 19 FT OFF W SIDE DESOTO PARK S/D.

		2026 Working Values		
Owner:	CITY OF LAKE CITY 205 N MARION AVE LAKE CITY, FL 32055	Mkt Lnd	\$52,272	Appraised \$52,272
Site:	778 DESOTO CIR, LAKE CITY	Ag Lnd	\$0	Assessed \$52,272
Sales to	NONE	Bldg	\$0	Exempt \$52,272
		XFOB	\$0	Total county:\$0 city:\$0
		Just	\$52,272	Taxable other:\$0 school:\$0

NOTES:

Columbia County, FL

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

PARCEL: 00-00-00-12064-000 OTHER | MUNICIPAL (008900) | 0.245 AC
 N DIV: NE 1/4 BLOCK 92. ORB 776-351, 849-161 THRU 165, WD 1041-1648, WD 1303-180.

Owner: CITY OF LAKE CITY FLORIDA
 205 N MARION AVE
 LAKE CITY, FL 32055

Site: 220 FRANKLIN ST, LAKE CITY

Sales:
 10/20/2015 \$125,000 1 (U)
 3/26/2005 \$40,000 1 (Q)
 8/20/1997 \$30,000 1 (Q)

2020 Working Values			
Mkt Lnd	\$10,174	Appraised	\$10,174
Ag Lnd	\$0	Assessed	\$10,174
Bldg	\$0	Exempt	\$10,174
XFOB	\$0	county:	\$0
Just	\$10,174	city:	\$0
		other:	\$0
		school:	\$0
		Total Taxable	

NOTES:



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

PARCEL: 00-00-00-12067-000 OTHER | MUNICIPAL (008900) | 0.284 AC
 N DIV: SW1/4 & 10 FT OFF W SIDE OF SE1/4 BLOCK 92. ORB 510-498, 710-837, 821-1180 825-1481, CT 805-1449, 919-831, 934-1095 & CT 1195-304 & SWD 1201-2

Owner:	CITY OF LAKE CITY				
	205 N MARION AVE	Mkt Lnd	\$11,764	Appraised	\$11,764
	LAKE CITY, FL 32055	Ag Lnd	\$0	Assessed	\$11,764
Site:	205 HILLSBORO ST, LAKE CITY	Bldg	\$0	Exempt	\$11,764
Sales	8/24/2010 \$74,900 1(U)	XFOB	\$0		county:\$0
Info	5/24/2010 \$100 1(U)	Just	\$11,764	Total	city:\$0
	6/8/2001 \$100 1(U)			Taxable	other:\$0
					school:\$0

NOTES:



Columbia County, FL

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

PARCEL: 00-00-00-12066-000 OTHER | VACANT (000000) | 0.245 AC
 N DIV: NW1/4 BLOCK 92. 403-235, 851-83, 84, QC 1009- 244, WD 1011-1981, WD 1051-555 WD 1072-2631, WD 1081-701, 1285-155, 1326-2340, WD 1349- 905,

NOTES:

Owner: CITY OF LAKE CITY, FLORIDA		2020 Working Values			
205 N MARION AVE		Mkt Lnd	\$10,174	Appraised	\$10,174
LAKE CITY, FL 32055		Ag Lnd	\$0	Assessed	\$10,174
Site: 202 FRANKLIN ST, LAKE CITY		Bldg	\$0	Exempt	\$10,174
6/12/2017	\$0	XFOB	\$0		county:\$0
12/2/2018	\$27,500	Just	\$10,174	Total	city:\$0
10/3/2014	\$27,500			Taxable	other:\$0
					school:\$0



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

PARCEL: 32-3S-17-13121-000 OTHER | MUNICIPAL (008900) | 25 AC
 E DIV: ALL LAND COVERED BY LAKE DESOTO

Owner: CITY OF LAKE CITY		2020 Working Values			
205 N MARION AVE		Mkt Lnd	\$4,375	Appraised	\$4,375
LAKE CITY, FL 32055		Ag Lnd	\$0	Assessed	\$4,375
Site:	200 LAKE DESOTO CIR, LAKE CITY	Bldg	\$0	Exempt	\$1,074
Sales to	NONE	XFOB	\$0	county:\$0	
		Just	\$4,375	city:\$0	
				other:\$0	
				school:\$0	
				Total Taxable	

NOTES:



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City of Lake City

205 NORTH MARION AVENUE
LAKE CITY, FLORIDA 32055

TELEPHONE: (386) 752-2031
FAX: (386) 752-4896

January 29, 2020

TO: City Council

FROM: Planning and Zoning Board,
Serving also as the Local Planning Agency

SUBJECT: Application No. Z 19-12 (City Council)

Concurrency Management Assessment
Concerning an Amendment to the
Official Zoning Atlas of the Land Development Regulations

Rezoning are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. Therefore, the following information is provided which quantifies, for the purposes of a nonbinding concurrency determination, the demand and residual capacities for public facilities required to be addressed within the Concurrency Management System.

Z 19-12, an application by the City Council, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district from RESIDENTIAL/OFFICE (RO) to COMMERCIAL, CENTRAL BUSINESS DISTRICT (C-CBD) on property described, as follows:

A parcel of land lying within Sections 29 and 32, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Blocks 1 and 2 of the Central Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida, and all of Desoto Park, a subdivision recorded in the Public Records of Columbia County, Florida. Containing 2.43 acres, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: All of Block 83 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida. Containing 1.04 acre, more or less.

AND

A parcel of land lying within Section 29, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The North 1/2 and the Southwest 1/4 and the West 10.00 feet of the Southeast 1/4 of Block 92 of the Northern Division of the City of Lake City, as recorded in the Public Records of Columbia County, Florida. Containing 0.81 acre, more or less.

All said lands containing 4.28 acres, more or less.

Availability of and Demand on Public Facilities

Potable Water Impact

The site is located within a community potable water system service area. The community potable water system is currently meeting or exceeding the adopted level of service standard for potable water established within the Comprehensive Plan.

The proposed amendment could potentially result in 186,436 square feet of shopping center use land use located on the site.

A shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$186,436 (186,436 \text{ square feet gross floor area}) \times 1.82 (\text{employees per } 1,000 \text{ square feet gross floor area}) = 340 (\text{employees}) \times 45 (\text{gallons of potable water usage per employee per day}) = 15,300 \text{ gallons of potable water usage per day.}$

Permitted capacity of the community potable water system = 4,100,000 gallons of potable water per day.

During calendar year 2019, the average daily potable water usage = 3,351,000 gallons of potable water per day.

City Council
Memorandum
Page 3

Residual available capacity prior to reserved capacity for previously approved development =
749,000 gallons of potable water per day.

Less reserved capacity for previously approved development = 0 gallons of potable water per day.

Residual available capacity after reserved capacity for previously approved development =
749,000 gallons of potable water per day.

Less estimated gallons of potable water use as a result of this proposed amendment =
15,300 gallons of potable water per day.

Residual capacity after this proposed amendment = 733,700 gallons of potable water per day.

Based upon the above analysis, the potable water facilities are anticipated to continue to meet or exceed the adopted level of service standard for potable water facilities as provided in the Comprehensive Plan, after adding the potable water demand generated by the potential use of the site.

Sanitary Sewer Impact -

The site is located within a community centralized sanitary sewer system service area. The centralized sanitary sewer system is currently meeting or exceeding the adopted level of service standard for sanitary sewer established within the Comprehensive Plan.

The proposed amendment could potentially result in 186,436 square feet of shopping center use land use located on the site.

A shopping center use is estimated to have 1.82 employees per 1,000 square feet gross floor area.

$186,436 (186,436 \text{ square feet gross floor area}) \times 1.82 (\text{employees per } 1,000 \text{ square feet gross floor area}) = 340 (\text{employees}) \times 34.50 (\text{gallons of sanitary sewer effluent per employee per day}) = 11,730 \text{ gallons of sanitary sewer effluent per day.}$

Permitted capacity of the community sanitary sewer system = 3,000,000 gallons of sanitary sewer effluent per day.

During calendar year 2018, the average sanitary sewer usage = 2,200,000 gallons of sanitary sewer effluent per day.

Residual available capacity prior to reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less reserved capacity for previously approved development = 0 gallons of sanitary sewer effluent per day.

Residual available capacity after reserved capacity for previously approved development = 800,000 gallons of sanitary sewer effluent per day.

Less estimated gallons of sanitary sewer effluent per day as a result of this proposed amendment = 11,730 gallons of sanitary sewer effluent per day.

Residual capacity after this proposed amendment = 788,270 gallons of sanitary sewer effluent per day.

Based upon the above analysis, the sanitary sewer facilities are anticipated to continue to meet or exceed the adopted level of service standard for sanitary sewer facilities as provided in the Comprehensive Plan, after adding the sanitary sewer effluent generated by the potential use of the site.

Solid Waste Impact -

Solid waste disposal is provided for the use to be located on the site at the Winfield Solid Waste Facility. The level of service standard established within the Comprehensive Plan for the provision of solid waste disposal is currently being met or exceeded.

The proposed amendment could potentially result in 186,436 square feet of shopping center use land use located on the site.

Based upon an average of 5.5 pounds of solid waste per 1,000 square foot gross floor area.

$186,436 (186,436 \text{ square feet gross floor area}) \times 5.5 (\text{pounds of solid waste per 1,000 square feet gross floor area per day}) = 1,026 \text{ pounds of solid waste per day.}$

Based upon the annual projections of solid waste disposal at the sanitary landfill, solid waste facilities are anticipated to continue to meet or exceed the adopted level of service standard for solid waste facilities, as provided in the Comprehensive Plan, after adding the solid waste demand generated by the potential use of the site.

Drainage Impact -

Drainage facilities will be required to be provided for on site for the management of stormwater. As stormwater will be retained on site, there are no additional impacts to drainage systems as a result of the proposed amendment. The retention of stormwater on site will meet or exceed the adopted level of service standard established within the Comprehensive Plan.

Recreation Impact -

The level of service standards established within the Comprehensive Plan for the provision of recreation facilities are currently being met or exceeded.

As no population increase will result from the proposed amendment, there will be no need for additional recreational facilities as a result of the proposed amendment. Therefore, the proposed amendment is not anticipated to impact recreation facilities.

Recreation facilities are anticipated to continue to operate at a level of service which meets or exceeds the level of service standards established within the Comprehensive Plan after the potential use of the site.

Traffic Impact -

The road network serving the site is currently meeting or exceeding the level of service standards required for traffic circulation facilities as provided in the Comprehensive Plan.

The proposed amendment could potentially result in 186,436 square feet of shopping center use land use located on the site.

Summary of Trip Generation Calculations for Shopping Center Use.

Based upon an average of 3.73 trips per p.m. peak hour per 1,000 square feet gross floor area.

$186,436 (186,436 \text{ square feet gross floor area}) \times 3.73 (\text{p.m. peak hour trips per } 1,000 \text{ square feet gross floor area}) = 696 \text{ trips less } 25 \text{ percent pass by trips } (174) = 522 \text{ p.m. peak hour trips } (696 - 174 = 522)$

Existing p.m. peak hour trips = 1,026 p.m. peak hour trips.

The following table contains information concerning the assessment of the traffic impact on the surrounding road network by the proposed amendment.

Level of Service	Existing PM Peak Hour Trips	Existing Level of Service	Reserved Capacity PM Peak Hour Trips for Previously Approved	Development PM Peak Hour Trips	PM Peak Hour Trips With Development	Level of Service with Development
U.S. 41/ 1st St. from U.S. 90 to City north limits	1,026 a	C	0	522	1,548	C

a 2019 Annual Traffic Count Station Data, Florida Department of Transportation.

Sources: Trip Generation, Institute of Transportation Engineers, 9th Edition, 2012.

Quality/Level of Service Handbook, Florida Department of Transportation, 2012.

Based upon the above analysis and an adopted level of service standard of "C" with a capacity of 3,060 p.m. peak hour trips, the road network serving the site is anticipated to continue to meet or exceed the level of service standard provided in the Comprehensive Plan after adding the theoretical number of trips associated with the proposed amendment.

Affordable Housing

The change in land use is not anticipated to have a negative impact on the affordable housing stock.

Surrounding Land Uses

Currently, the existing land use of the site is public land use and vacant land. The site is bounded on the north by public land use and single family residential land use, on the east by commercial land use and vacant land, on the south by commercial land use and on the west by public land use, commercial land use and vacant land.

Historic Resources

According to the Florida Division of Historical Resources Master Site File, dated January 2014, there are no known historic resources on the site.

Flood Prone Areas

According to the Federal Emergency Management Agency, Digital Flood Insurance Rate Map data layer, February 2, 2009, the site is not located within a 100-year flood prone area.

Wetlands

According to the Water Management Geographic Information Systems wetlands data layer, dated 2007, the site is not located within a wetland.

Minerals

According to Natural Resources, North Central Florida Regional Planning Council, 1977, the site is known to contain fine sand and silt.

Soil Types

According to the U.S. Department of Agriculture, Soil Conservation Service, Soil Survey dated October 1991, the site is comprised of Alpin fine sand (0 to 5 percent slope) soils.

Alpin fine sand (0 to 5 percent slope) soils are excessively drained, nearly level to gently sloping soil on broad, slightly elevated ridges.

Alpin fine sand (0 to 5 percent slope) soils have slight limitations for building site development.

High Aquifer Groundwater Recharge

According to the Areas of High Recharge Potential To the Floridan Aquifer, prepared by the Water Management District, dated July 17, 2001, the site is not located in high aquifer groundwater recharge area.

Vegetative Communities

According to the Comprehensive Plan, Ecological Communities map, this site has been previously cleared and there are no known wildlife habitats associated with a cleared site.

8 A 3

ORDINANCE NO. 2020-2141

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 19-07, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

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

Section 1. Pursuant to a petition, ANX 19-07, by D & B Timber and Land Trust, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

Parcel No.: 18-3S-17-05045-000

A parcel of land lying within Section 18, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 18 for the Point of Beginning; thence North 01°05" West 210.21 feet; thence North 87°48" East 210.21 feet; thence South 01°05" East 210.21 feet; thence South 87°48" West 210.21 feet to the Point of Beginning.

Containing 1.00 acre, more or less.

AND

Parcel No.: 18-3S-17-05046-000

A parcel of land lying within Sections 7 and 18, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Northeast corner of said Section 18; thence South 1°17'14" East 2,645.83 feet, along the East line of said Section 18; thence South 87°44'53" West 1,371.10 feet; thence North 01°23'00" West 330.89 feet; thence South 87°46'43" West 1,371.90 feet; thence North 01°05'21" West 992.53 feet; thence South 87°49'57" West 685.93 feet; thence South 87°48'32" West 684.58 feet; thence North 00°58'00" West 1,327.74 feet to the Northwest corner of the Northeast 1/4 of the Northwest 1/4 and the South right-of-way line of Northwest Bell Street; thence North 87°50'00" East 1,272.49 feet, along the South right-of-way line of said Northwest Bell Street to the point of curve of a curve concaved Southwesterly having a radius of 1,382.40 feet; thence continue, along and around said curve a chord bearing and distance of South 88°56'02" East 154.44 feet to the point of tangency of said curve; thence South 85°43'54" East 1,514.78 feet, along the South right-of-way line of said Northwest Bell Street to the point of curve of a curve concaved Northeasterly having a radius of 1,482.40 feet; thence continue, along and around said curve a chord bearing and a distance of North 88°13'56" East 311.77 feet to the point of tangency of said curve; thence Easterly 75.30 feet, along the South right-of-way line of said Northwest Bell Street; thence South 18°15'10" East 6.47 feet; thence South 18°15'10" East 330.00 feet; thence North 71°44'50" East 660.00 feet; thence North 18°15'10" West 329.97 feet to said South right-of-way line of said Northwest Bell Street, said South right-of-way line being in a curve concaved Southeasterly having a radius of 1,382.40 feet; thence continue, along and around said curve a chord bearing and distance of North 75°16'33" East, 153.30 feet to the East line of Section 7; thence South 01°30'10" East, along the East line of said Section 7, a distance of 33.39 feet to the Point of Beginning.

Containing 172.31 acres, more or less.

LESS AND EXCEPT

A parcel of land lying within Section 18, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 18 for the Point of Beginning; thence North 01°05" West 210.21 feet; thence North 87°48" East 210.21 feet; thence South 01°05" East 210.21 feet; thence South 87°48" West 210.21 feet to the Point of Beginning.

Containing 1.00 acre, more or less.

All said lands containing 171.31 acres, more or less.

AND

Parcel No.: 18-3S-17-05053-000

A parcel of land lying within Section 18, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 18, and the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 18.

Containing 15.00 acres, more or less.

Total for all said lands 187.31 acres, more or less.

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

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

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

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

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

Parcel Nos.: 18-3S-17-05045-000 and 18-3S-17-05053-000: RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RURAL, RESIDENTIAL (RR) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Parcel 18-3S-17-05046-000: LIGHT INDUSTRIAL under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as INDUSTRIAL, LIGHT AND WAREHOUSING (ILW) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2021, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

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

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

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

Section 10. 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 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

PASSED UPON FIRST READING on the 3rd day of February 2020.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this 2nd day of March 2020.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

Audrey Sikes, City Clerk

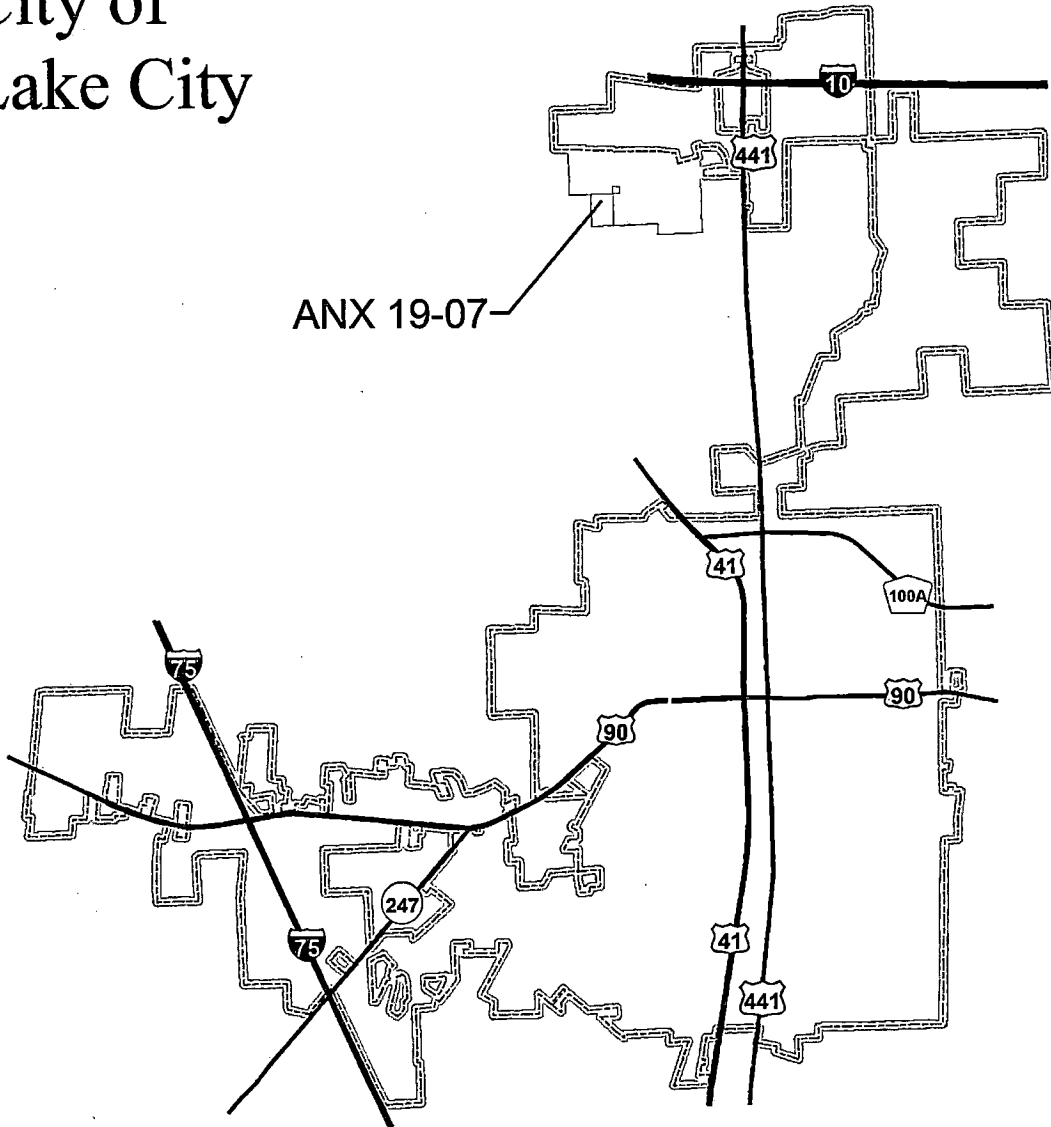
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:



Fred Koberlein Jr., City Attorney

Schedule A: Location Map

City of Lake City



ANX 19-07

-  ANX 19-07
-  City Limits



1 inch = 4,500 feet



CITY COUNCIL ORDINANCE NO. 2020-2142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF LAKE CITY BY CREATING WITHIN ARTICLE THIRTEEN, SECTION 13.14, TITLED "DOG FRIENDLY DINING"; PROVIDING A LOCAL EXEMPTION PROCEDURE TO CERTAIN PROVISIONS OF THE FOOD AND DRUG ADMINISTRATION FOOD CODE IN ORDER TO ALLOW PATRONS' DOGS WITHIN CERTAIN DESIGNATED OUTDOOR PORTIONS OF PUBLIC FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION IN THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 509.233, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida ("City"), to adopt a local exemption procedure to certain provisions of the Food and Drug Administration Food Code to allow patrons' dogs within certain designated outdoor portions of public service food establishments; and

WHEREAS, Section 509.233, Florida Statutes, requires that any local exemption procedure be codified within the City's Land Development Regulations; and

WHEREAS, in order to protect the health, safety, and general welfare of the public the local exemption procedure shall require participating public food service establishments ("restaurants") to apply for and receive a permit from the City before allowing patrons' dogs on their premises; and

WHEREAS, the City shall require from the participating restaurants such information as the City deems reasonably necessary to enforce the provisions of the local exemption procedure; and

WHEREAS, the City Council finds that providing the owner of restaurants the option to obtain a permit so that they may allow their patrons' dogs within certain designated outdoor portions of the establishments to be in the best interests of the establishments and the City.

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

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

Section 2. That the Land Development Regulations of the City of Lake City, Florida, is hereby amended by adding within Article Thirteen, Section 13.14 which article reads as follows:

ARTICLE 13,

Section 13.14 – DOG FRIENDLY DINING

13.14.1 Purpose. The purpose of this section is to provide a local exemption to certain provisions of the Food and Drug Administration Food Code, as authorized by section 509.233, F.S., in order to allow patrons' dogs within certain designated outdoor portions of restaurants. Nothing in this section is intended to conflict with, be inconsistent with, or preempt state or federal law. To the extent of any such conflict, inconsistency or preemption, the state or federal law shall prevail.

13.14.2 Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a difference meaning:

- (1) *Division* means the Divisions of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.
- (2) *Dog* means an animal of the subspecies *Canis lupus familiaris*.
- (3) *Outdoor area* means an area adjacent to a public food service establishment.
- (4) *Patron* has the meaning given to "guest" by F.S. 509.013.
- (5) *Public food service establishment* has the meaning given to it by F.S. 509.013.
- (6) *Reasonable Control* means to have the leash or tether controlled by a person who is of suitable age and discretion to securely attach, tie, or affix the leash or tether to the ground or a stationary object or fixture so that the dog is adequately restrained and stationed and such a person is in close enough proximity to that dog so as to prevent it from causing injury to any person.

13.14.3 Permit Required. No dog, except as permitted in this Article, shall be allowed in a restaurant unless allowed by state law or the restaurant has received and maintains an unexpired permit issued by the City pursuant to this section. Dogs shall only be authorized in a designated outdoor dining area. Failure to comply with any of the requirements of this section shall be unlawful.

13.14.4 Compliance.

- (1) A permit application may be denied if the food service establishment has failed to obtain proper permits in accordance with the Code of the City of Lake City, Florida for any applicable outdoor seating areas.

(2) A permit application may be denied if the food service establishment fails to comply with the application requirements set forth in this section.

(3) All denials of a permit application shall be given in writing.

13.14.5 Application requirements. Restaurants shall apply for and receive a permit from the City before patrons' dogs are allowed on the premises. The application for a permit shall require such information from the applicant as is deemed reasonably necessary to enforce the provisions of this section along with the permit fee established pursuant to Section 1.7, Land Development Regulations for the City of Lake City ("Land Development Regulations"). The application shall require, at a minimum, all of the following information:

(1) Name, location, mailing address, and Division of Hotel and Restaurants of the Department of Business and Professional Regulation ("Division") issued license number of the restaurant.

(2) Name, mailing address, and telephone contact information of the permit applicant. Name, mailing address, and telephone contact information of the owner of the restaurant shall be provided if the owner is not the permit applicant.

(3) A diagram and description of the outdoor area which is requested to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of the other outdoor dining areas not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights-of-way, including sidewalks and common pathways; and such other information as is deemed necessary by the City.

(4) The diagram shall be accurate and to scale but need not be prepared by a licensed design professional. A copy of the approved diagram shall be attached to the permit.

(5) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

(6) Liability. Prior to issuance of a permit, the applicant shall submit to the City Manager, or designee, a signed instrument agreeing to indemnify and hold harmless the City and its council members, officers, employees, and attorneys. The signed instrument shall be in a form acceptable to the City Attorney and City Manager or designee, but at a minimum the instrument shall state the applicant will indemnify and hold the City harmless against liability, including court costs and reasonable attorney's fees, through all appellate proceedings, for any and all claims for damage to property, or injury to, or death of, persons arising out of or resulting from the issuance of the permit.

13.14.6 Regulations. Restaurants that receive a permit for a designated outdoor area pursuant to this section shall require that:

(1) All restaurant employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the restaurant.

(2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.

(3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

(4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.

(5) No dog shall be allowed to cause a nuisance. The owner of every dog shall be held responsible for every behavior of such dog under the provisions of this ordinance.

(6) Dogs shall not be allowed on chairs, tables, or other furnishings.

(7) Dogs shall not be left alone in the dining area for any reason.

(8) All table and chair surfaces shall be cleaned and sanitized with an approved product pursuant to the U.S. Department of Health and Human Services Food Code between seating of patrons. Employees shall remove all dropped food and spilled drink from the floor or ground as soon as possible but in no event less frequently than between seating of patrons at the nearest table.

(9) Employees or patrons shall remove all dog waste immediately and the floor or ground shall be immediately cleaned and sanitized with an approved product. Employees shall keep a kit with the appropriate materials for this purpose in the designated outdoor area.

(10) At least one sign shall be posted in a conspicuous manner informing employees of these requirements.

(11) A sign or signs notifying the public that the designated outdoor area is available for the use of patrons and patrons' dogs shall be posted in a conspicuous manner that places the public on notice. The mandatory sign shall be no less than eight and one-half inches in width

and eleven inches in height and printed in easily legible typeface of no less than 20-point font.

(12) Employees and patrons shall not permit dogs to be in, or to travel through indoor or non-designated outdoor portions of the restaurant, and ingress and egress to the designated outdoor portions of the restaurant must not require entrance into or passage through any indoor area of the food establishment.

(13) Employees and patrons shall not allow any dog to be in the designated outdoor areas of the restaurant if the restaurant is in violation of any of the requirements of this section, or if they do not possess a valid permit.

(14) Any dog that has been classified as a "dangerous dog" as defined by F.S. 767.11, or for which the Lake City Police Department or Columbia County Humane Society has record of its propensity toward aggressive behavior, shall not be permitted within any portion of a restaurant.

(15) Permits shall be conspicuously displayed in the designated outdoor area.

(16) All dogs, to be allowed within the outdoor boundaries of a restaurant, shall have a current license issued by Columbia County or the City of Lake City to verify the dog is current on all required vaccinations.

13.14.7 Expiration, revocation, and appeals.

(1) A permit issued pursuant to this section shall expire automatically upon the sale of the restaurant and may not be transferred to a subsequent owner. The subsequent owner may apply for a permit pursuant to this section if the subsequent owner wishes to continue to allow patrons' dogs in a designated outdoor area of the restaurant.

(2) A permit may be revoked by the City if, after notice and reasonable time in which the grounds for revocation may be corrected, the restaurant is found to be in violation of any provision of this section. If any ground for revocation is a failure to maintain any required state or local license, the revocation may take effect immediately upon giving notice of the revocation to the permit holder.

(3) If a restaurant's permit is revoked, no new permit may be approved for the establishment until all issues identified within the revocation have been satisfied. This includes any outstanding fines.

13.14.8 Complaints and reporting.

- (1) Complaints may be made in writing to the code enforcement department who shall accept, document, and respond to all complaints and shall timely report to the Division all complaints and the response to such complaints.
- (2) The City shall provide the Division with a copy of all approved applications and permits issued.
- (3) All applications, permits, and other related materials shall contain the Division issued license number for the restaurant.
- (4) The patron or the designated person in charge of the restaurant, or both, may be issued a notice to appear before the board or special magistrate, for each violation of this ordinance.
- (5) In accordance with F.S. 509.233(5), the code enforcement department shall accept, and document complaints related to dog-friendly dining within the City and shall timely report to the Division all such complaints and the City's enforcement response to such complaint. The City shall also timely provide the Division with a copy of all approved applications and permits issued pursuant to this part.

13.14.9 Violations and Penalties. It shall be a violation of this section for a food service provider to:

- (1) Fail to comply with the regulations set forth in paragraph e. of this section; or
- (2) Fail to obtain a permit prior to allowing patrons' dogs on the property; or
- (3) Fail to display the permit in accordance with paragraph e. of this section.
- (4) Any person who is found to be in violation of any provision of this ordinance shall be subject to penalties as provided for in chapter 1, section 1-11 of the City Code.

Section 3. 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 4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Land Development Regulations of the City of Lake City, Florida.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED upon first reading this ____ day of February, 2020.

NOTICE PUBLISHED on the _____ day of _____ 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

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

The following is a sample of a Code that provides for amnesty. The property owner must meet minimal conditions and apply. The earlier the application is filed the larger the percentage of the reduction afforded. As with any of the proposals the monetary amounts, including percentages, may be adjusted.

The amnesty program would be coupled with a lien reduction program for those who wish to apply for reduction after the effective dates of the amnesty program or those speculators who do not wish to participate in the amnesty program.

Sec. **-***. Code Enforcement Lien Amnesty Program duration; acceptance of applications; application fee; multiple violations.

- (a) *Program duration.* Duration of the code enforcement lien amnesty program shall be from June 1, 2020 to May 31, 2021 unless extended by resolution adopted by the City Council.
- (b) *Acceptance of Applications.* Property owners applying to the Code Enforcement Lien Amnesty Program must complete a Code Enforcement Lien Amnesty Program application. Applications will be accepted between June 1, 2020 until May 31, 2021 by the Growth Management Department. Applications are available at City Hall. Completed applications (with application fee) may be returned in person or via registered mail to the Growth Management Department.
- (c) *Application fee.* Property owners applying to the Code Enforcement Amnesty Program must, in addition, to completing a Code Enforcement Amnesty Program application, you shall submit a \$100.00 nonrefundable application fee.
- (d) *Procedure when multiple violations present.* Property owners with multiple code enforcement liens must apply for a reduction on each lien on the property simultaneously under the program with each lien being subject to the application fee.

Sec. **-***. Ineligible liens.

- (a) Utility liens are not eligible for the amnesty program.
- (b) Special Assessment liens or payments due for code enforcement abatement actions, such as lot mowing, debris removal, or demolition are not eligible for the amnesty program and such liens must be paid in full prior to a property owner requesting a lien reduction under the terms of this article.

Sec. **-***. Eligibility criteria.

- (a) Property must be in compliance with all city codes and ordinances in order to be eligible for the Code Enforcement Amnesty Program.
- (b) Both commercial and residential properties are eligible to participate in the program.
- (c) Any municipal special assessment liens or other code enforcement abatement costs must be paid in full.

Sec. **-***. Calculation of lien reductions; deadline for payment of reduced lien; consequence of nonpayment of reduced lien by deadline.

- (a) *Calculation of lien reductions based on lien matrix.* Code enforcement liens determined as eligible will have the benefit based on the date of the Code Enforcement Amnesty Application is received as follows:
 - (1) From June 1, 2020 through August 21, 2020 the lessor of an 80 percent reduction or a maximum payment of \$2,500.00.
 - (2) From September 2, 2020 to November 30, 2020 the lessor of a 70 percent reduction or a maximum payment of \$3,000.00.
 - (3) From December 1, 2020 to February 28, 2021 the lessor of a 60 percent reduction or a maximum payment of \$4,000.00.
 - (4) From March 1, 2021 through May 31, 2021 the lessor of a 50 percent reduction or a maximum payment of \$5,000.00.
- (b) *General calculation of lien.* Code enforcement will calculate the amount of the lien and the administrative costs. Under the Code Enforcement Amnesty Program, the amount of the lien will be reduced on the date of the application., the per diem accrual amount and the lien matrix plus \$75.00 administrative costs. The \$100.00 application fee will be credited toward the lien payment.
- (c) *Deadline for payment of reduced lien.* The reduced lien amount shall be paid in full within 30 days of the date of approval of the application.
- (d) *Consequence of nonpayment of reduced lien by deadline.* If the reduced lien is not paid within 30 days from the date of approval, the lien amount will revert to the original lien amount and the application fee shall be forfeited.

The following is a sample of a Code that provides lien reduction to the costs of administration and prosecution of the property. Here, the City Council delegates the authority to make a determination to the City Manager (may substitute the Special Magistrate in place of the City Manager) and provides a litany list (see subsection (e)) that the City Manager must consider. Alternatively, the City Council may require that the recommendation of the City Manager be forwarded to the City Council for a final determination. Costs are recovered with the application. Any appeal of an unfavorable finding by the City Manager is made to the City Council.

Sec. **-***. Application for satisfaction, reduction or release of code enforcement liens.

(a) Where a certified copy of an order imposing a penalty or fine, as described in this division, has been recorded in the public records of Columbia County, Florida, and has become a lien against the land or property of the violator, such violator, or the violators successors or assigns, who has an ownership interest in the encumbered property, or a prospective purchaser (collectively the "applicant") may apply for a satisfaction, reduction, or release, of such lien as follows:

(1) Upon full payment by the applicant of the fine or penalty imposed in accordance with this division, the City Manager is hereby authorized to execute and record on behalf of the city a satisfaction of lien in the public records of Columbia County, Florida. The applicant shall be responsible for paying all costs of recording.

(2) Upon request for a reduction or release of a fine or penalty imposed in accordance with this division, the applicant shall submit a written application to the City Manager or designee.

(b) The application for reduction or release of lien shall be in written form, typed or handwritten, by the applicant and shall be submitted to the City Manager or designee. The application shall be executed under oath and sworn to in the presence of a notary public, and shall include, but may not be limited to, the following:

(1) A copy of the order imposing a lien upon the property including the code enforcement case number;

- (2) The date upon which the applicant brought the subject into compliance with the Code;
 - (3) The factual basis upon which the applicant believes the application for release or reduction of lien should be granted;
 - (4) The terms upon which the release or reduction of lien should be granted;
 - (5) The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded;
 - (6) The reduction in penalty or fine sought by the applicant;
 - (7) A statement verifying whether the applicant was issued any title policy or policies for the subject property encumbered by the lien after the date the lien was recorded in the public records of Columbia County, Florida. If such a policy or policies were issued to the applicant, a copy of any such title policy shall be submitted with the application;
 - (8) Any other information which the applicant deems pertinent to the request, including but not limited to, the circumstances that exist which would warrant the reduction or satisfaction of the penalty or fine.
- (c) The applicant shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested reduction or release of lien. These costs are nonrefundable, without regard for the final disposition of the application.
- (d) Upon receipt of the application for reduction or release of lien and payment provided above, the City Manager or designee shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the City Manager shall review and consider the application. Additional information shall also be required to support the application if the City Manager deems such

information is relevant and necessary to make the final decision on the application. The City Council hereby delegates to the City Manager the authority to review and consider applications for release or reduction of liens and make determinations as provided herein.

- (e) The City Manager shall review and consider the following factors in making a determination to reduce or release the lien.
 - (1) The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien including, but not limited to, code enforcement staff and attorney time, postage, advertising and recording costs, and other city expenses related to any measure taken by the code enforcement board or Special Magistrate or city to abate a nuisance caused by the violation;
 - (2) The gravity and number of violations;
 - (3) The amount of requested reduction;
 - (4) The current property value compared to the amount of the lien;
 - (5) Whether the applicant was responsible for the violation which caused the lien;
 - (6) Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment or other purposes;
 - (7) Whether the applicant acquired the subject property with knowledge, or should have had knowledge, of the subject lien;
 - (8) If the title insurance policy was issued upon the purchase of the property and the title insurance policy failed to identify or consider the lien, a waiver of reduction in lien shall not be granted. In such cases the lien should have been discovered by the title insurer and providing a reduction of waiver would place the City in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges;

- (9) The time in which it took to bring the property into compliance and associated expenses incurred;
 - (10) The accrual amount of the code enforcement fine and lien as compared to the current market value of the property;
 - (11) With respect to the speculator, non-homestead purchaser of the subject property, the accrued amount of the code enforcement fine or lien as compared to the investment and profit that will be gained as a result of the purchase or sale of the property and the reduction or satisfaction;
 - (12) Any previous or subsequent code violations pertaining to the property unless as order finding a violation is under appeal at the time of determination;
 - (13) Any previous or subsequent code violations of the applicant pertaining to other properties owned within the city, unless an order finding a violation is under appeal at the time of determination;
 - (14) Any relevant information contained in any title policy required to be submitted to the city under this section;
 - (15) Any financial hardship;
 - (16) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and
 - (17) Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which are adopted by the City Manager, in writing, and are intended to be applied to all applications on a uniform basis.
- (f) The City Manager may, in writing, approve, approve with conditions, or deny the application to reduce or release of lien. To the maximum extent feasible, the City Manager shall collect, at minimum, all administrative and out-of-pocket costs incurred by the city as specified in subsection (e)(1). If the City Manager approves the application and the approval is conditioned upon the applicant paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded

until the condition(s) placed by the City Manager have been satisfied.

- (g) The applicant shall have thirty (30) days in which to comply with the conditions imposed by the City Manager or submit a written appeal as provided herein. Failure of the applicant to comply or timely appeal will result in the automatic denial of the application and the original amount of the fine, including costs, shall be automatically reinstated. After the appeal time period has run or is waived by the applicant, in writing, the City Manager may, for good cause shown, grant additional time in the form of a written estoppel letter to a closing agent for purposes of facilitating a pending closing of the subject property.

- (h) If the application is denied, or if the application is automatically denied due to failure of the applicant to comply with the conditions imposed by the City Manager or timely appeal, the applicant shall thereafter be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

- (i) The applicant may appeal the City Manager's decision to the City Council, by filing a written appeal within thirty (30) days of the date of the decision with the City Clerk. The notice of appeal shall state the decision that is being appealed, the grounds for appeal, and a brief summary of the relief being sought. A nonrefundable filing fee of \$100.00 shall accompany the notice of appeal. Upon submittal of a timely appeal and filing fee, the City Manager shall place the appeal on the agenda of the next regularly scheduled City Council meeting to the extent practicable. The City Council shall render a final decision on the application based upon the sworn application and determination of the City Manager and any other relevant information or testimony provided to the City Council at the meeting by the applicant, City Manager, or any other interested party. Any decision made by the City Council pursuant to this section shall be deemed final and not subject to any further administrative review by the city. The applicant shall have thirty (30) days in which to comply with any decision or condition imposed by the City Council or the application shall be deemed automatically denied and thereafter, the applicant shall be barred from applying for a subsequent reduction or release of lien for a period of one year from the date of the City Council's decision. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this division.

- (j) When a lien is satisfied as a result of reduced payment or release as ordered by the City Manager or city Council, the City Manager is hereby authorized to execute and record in the public records of Columbia County, Florida, a satisfaction of lien on behalf of the city.

- (k) Under appropriate circumstances determined by the City Manager of City council to be in the best interests of the city, the City Manager or City Council may approve an application conditioned upon a partial release of lien that releases a city lien from a specific piece of property. However, the lien will remain in effect and will encumber any other properties which are subject to the lien pursuant to law. Partial releases of lien may also be authorized by the City Manager or City Council to account for any funds paid to the city to reduce the amount owed on the lien. In addition, nothing herein shall prohibit the City Manager from releasing a lien, in whole or part, which was recorded in error by the city or foreclosed by a superior lien or mortgage in a judicial proceeding. The City Manager may impose an administrative charge to release a lien recorded in error or foreclosed to recover the city's costs associated with the subject lien. An application shall not be required to release a lien recorded in error.

Sec. **-***. Other lien releases.

- (a) In addition to the release of liens described above, the mayor shall be authorized to execute a release of a code compliance or code enforcement lien which has been deemed in writing by the City Attorney to be legally unenforceable or uncollectable as described below:
 - (1) The lien is more than twenty (20) years old; or the statute of limitations relating to the lien has otherwise expired;
 - (2) The lien was properly foreclosed by order of the Circuit Court of the Third Judicial Circuit in and for Columbia County, Florida;
 - (3) The lien was properly discharged in a bankruptcy proceeding by the order of a bankruptcy court;
 - (4) The property encumbered by the lien is currently owned by the city;
 - (5) Any other reason as determined by the City Attorney that establishes the legal unenforceability or uncollectibility of a lien.

CITY COUNCIL ORDINANCE NO. 2020-2144

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.15 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT CLOSING OF ALL OF THAT PORTION OF NW ALBRIGHT PLACE, LYING NORTH OF LOTS 12, 13, AND 14 OF BLOCK "A" AND SOUTH OF LOTS 1 AND 6 OF BLOCK "F", ALL OF SAID LOTS BEING LOCATED IN THE THOMPSON SUBDIVISION AS RECORDED ON A PLAT THEREOF AND RECORDED IN PLAT BOOK 2, PAGE 23, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; FINDING THAT THE CLOSING OF THE PLATTED 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 THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida ("City") desires to close, vacate, and abandon all of that portion of NW Albright Place lying North of Lots 12, 13, and 14 of Block "A" and South of Lots 1 and 6 of Block "F", all of said Lots being located in the Thompson Subdivision as recorded on a Plat thereof and recorded in Plat Book 2, Page 23, of the Public Records of Columbia County, Florida (hereinafter the "Vacated Street") and further identified in the *Boundary Survey* attached hereto as "Exhibit A"; and

WHEREAS, an adjoining property owner of the proposed Vacated Street has remediated portions of the proposed Vacated Street and has applied to have the Vacated Street vacated; and

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

WHEREAS, the City finds that it is proper and in the interest and welfare of the City and its citizens to close the Vacated Street to vehicular traffic to improve the downtown area of the City; and

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

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

Section 1. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.15 which section reads as follows:

Section 86-110.15 All of that portion of NW Albright Place lying North of Lots 12, 13, and 14 of Block "A" and South of Lots 1 and 6 of Block "F", all of said Lots being located in the Thompson Subdivision as recorded on a Plat thereof and recorded in Plat Book 2, Page 23, of the Public Records of Columbia County, Florida.

Section 2. The City finds the Vacated Street to be surplus to its needs and that it is in the public interest to close and vacate the street.

Section 3. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the Vacated Street to its centerline.

Section 4. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 5. If any section, subsection, sentence, clause or phrase of this ordinance or the 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 6. 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.

Section 7. This ordinance shall take effect immediately upon its adoption.

[Remainder of this page intentionally left blank.]

PASSED AND ADOPTED upon first reading this ____ day of March, 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

PASSED AND ADOPTED on second and final reading this ____ day of March, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

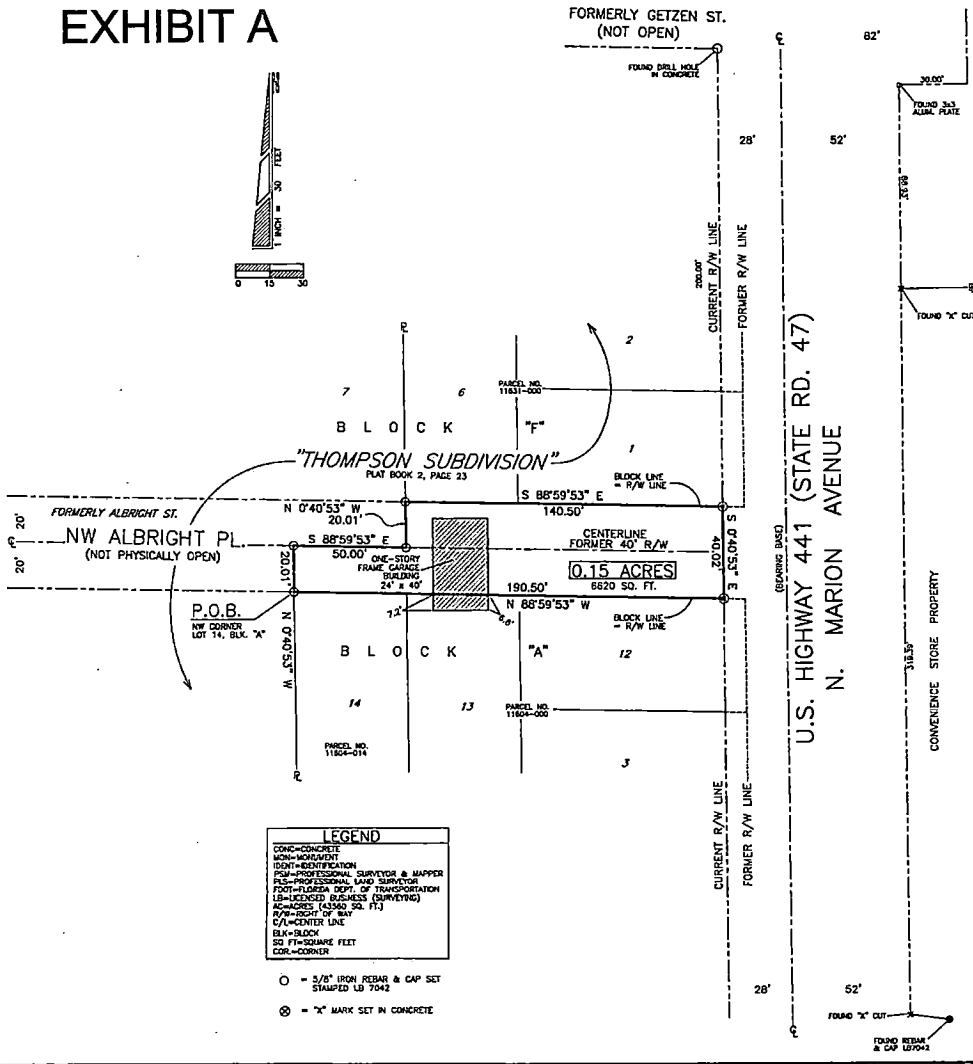
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A



LEGEND	
CONG=CONCRETE	
MON=MONUMENT	
BOH=BOUNDARY	
PSM=PROFESSIONAL SURVEYOR & MAPPER	
PLS=PROFESSIONAL LAND SURVEYOR	
FTOT=FLORIDA DEPT. OF TRANSPORTATION	
LS=LICENSED BUSINESS (SURVEYING)	
AC=ACRES (43560 SQ. FT.)	
R/W=RIGHT OF WAY	
C/L=CENTER LINE	
BLK=BLOCK	
30 FT=30 SQUARE FEET	
CDL=CORNER	
○ = 3/8" IRON REBAR & CAP SET STAMPED LB 7042	
⊗ = "x" MARK SET IN CONCRETE	

BOUNDARY SURVEY

PART OF SW ALBRIGHT PLACE IN THOMPSON SUBDIVISION CITY OF LAKE CITY COLUMBIA COUNTY, FLORIDA

DESCRIPTION:
A part of the Right-of-Way of NW Albright Place (not physically open), as shown on a plat of THOMPSON SUBDIVISION, as recorded in Plat Book 2, Page 23 of the Public Records of Columbia County, Florida, and being more particularly described as follows: BEGIN at the Northwest corner of Lot 14, Block "A" of said THOMPSON SUBDIVISION and run N.00°40'53"W, 20.01 feet to a point on the centerline of NW Albright Place (not physically open); thence S.88°59'53"E, along said centerline 50.00 feet; thence N.00°40'53"W, 20.01 feet to a point on the Northern line of said NW Albright Place, being the SW corner of Lot 8, Block "F" of said THOMPSON SUBDIVISION; thence S.88°59'53"E, along the South line of said Block "F", being also the Northern line of NW Albright Place 140.50 feet to a point on the current Westery Right-of-Way line of U.S. Highway 441 (N. Marion Ave.); thence S.00°40'53"E, along said Westery Right-of-Way line 40.02 feet to the North line of Block "A" of said THOMPSON SUBDIVISION; thence N.88°59'53"W, along said North line, being also the Southerly line of NW Albright Place 190.50 feet to the POINT OF BEGINNING. Containing 0.15 acres (6620 square feet), more or less.

- NOTES:**
- 1.) Monumentation is as shown and designated on the face of the plat.
 - 2.) Boundary based on monumentation found in place, instruction by client, prior survey by this Company, FDOT R/W maps of US Highway 441, subdivision map of Thompson Subdivision.
 - 3.) Bearings projected from R/W line of US Highway 441 per FDOT R/W maps.
 - 4.) Interior improvements pertinent to survey are shown by field files.
 - 5.) Underground encroachments, if present, were not located with this survey.
 - 6.) This survey was made without benefit of a title search. There may be additional easements, restrictions, etc. not shown hereon but found in the Public Records. Issues regarding title, land use & zoning, easements & other encumbrances are not a part of the scope of a Boundary Survey and can only be revealed with a title search.
 - 7.) Date of field survey completion: 8/16/2019.

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL PACHED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

Timothy A. Delbene
Timothy A. Delbene, P.S.M.
Florida Reg. No. 5594
DATE: 8/16/2019

Donald F. Lee and Associates, Inc.
SURVEYORS
140 Northwest Ridgewood Avenue, Lake City, Florida 32055
Phone: (386) 755-6166 FAX: (386) 755-6167
Certificate of Authorization # LB 7042

Date: 8-20-19	Elwood Tyre CONNIE CHRISTIE	Scale: 1" = 30'
Drafting: T A D		Field Book: W.O.
Computations: T A D		Work Order: 19-7264
Checked: D F L		File: A-64-19

CITY COUNCIL RESOLUTION NO. 2020-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA. DECLARING ONE SMITH & WESSON M&P .40 CALIBER FIREARM TO BE SURPLUS TO THE CITY'S NEEDS AND CONVEYING SAID SURPLUS TO POLICE LIEUTENANT, CLINT VANBENNEKOM, FOR HIS OUTSTANDING SERVICE TO THE CITY AND ITS CITIZENS DURING HIS CAREER AS AN OFFICER OF THE LAKE CITY POLICE DEPARTMENT AND AUTHORIZING THE CITY TO REMOVE SUCH SURPLUS PROPERTY FROM THE FIXED ASSETS OF THE CITY.

WHEREAS, the City Manager of the City of Lake City, Florida ("City") has received from the Lake City police Department a listing including one Smith & Wesson M&P .40 caliber pistol (the "Property") which is no longer used by said department; and

WHEREAS, the City and Fraternal Order of Police have an agreement that the service weapons of Officers who serve the City and retire in good standing will be provided their service weapons upon leaving the Police Department; and

WHEREAS, the City Council finds that Lieutenant Clint VanBennekorn served the City and its citizens with honor, dignity, and respect and, therefore, his respective service weapons shall be conveyed to him;

WHEREAS, the City Council finds that the Property shall be removed from the fixed assets of the City.

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

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

Section 2. The Property described herein is hereby declared surplus to the City's needs.

Section 3. The City is hereby authorized to convey the Property to Lieutenant Clint VanBennekorn.

Section 4. The City is hereby authorized to remove the Property from its Fixed Assets.

FLK/BM
2.10.2020

PASSED AND ADOPTED at a meeting of the City Council this ___ day of March, 2020.

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

CITY COUNCIL RESOLUTION NO. 2020-018

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

WHEREAS, the City of Lake City, Florida ("City"), by and through its Lake City Police Department ("LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center ("Another Way") to coordinate services to individuals (ages 2 and up who do not fall under the jurisdiction of the child protection team) who are victims and survivors of rape who present to LCPD as described in the Memorandum of Understanding (the "MOU"), 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 recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

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

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Fredrick 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 the Lake City Police Department, whose address is 225 NW Main Blvd Ste 102, Lake City, Florida 32055.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the organizations will work together to best coordinate services to adult 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 by certified mail to the address listed above.

4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City (496 SW Ring Court, Lake City, Florida 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 the unit of the hospital specified by hospital staff. AW agrees to facilitate Multi-County SART (Sexual Assault Response Team) meetings.

5. **Responsibilities of Lake City Police Department.** Lake City Police Department has sole discretion in determining when it is appropriate and safe for an Another Way 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

Argatha Gilmore, Chief of Police Date

Stephen M. Witt, Mayor Date

CITY COUNCIL RESOLUTION NO. 2020-019

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

WHEREAS, the City of Lake City, Florida ("City"), by and through its Lake City Police Department ("LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center ("Another Way") to coordinate services to victims and survivors of domestic violence who present to LCPD as described in the Memorandum of Understanding (the "MOU"), 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 recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

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

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Fredrick 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 the Lake City Police Department, whose address is 225 NW Main Blvd Ste 102, Lake City, Florida 32055.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the organizations will work together to best coordinate services to victims/survivors of domestic violence who present to 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 by 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, Florida 32025) AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from Lake City Police Department. AW staff will respond to locations specified by the Lake City Police Department representative, including but not limited to, the Lake City Police Department office, physical location of the domestic violence or a hospital.

5. **Responsibilities of Lake City Police Department** Lake City Police Department has sole discretion in determining when it is appropriate and safe for an Another Way 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

Argatha Gilmore, Chief of Police Date

Stephen M. Witt, Mayor Date

CITY COUNCIL RESOLUTION NO. 2020-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING THE BID OF ROGERS ROOFING CORPORATION FOR THE REMOVAL AND REPLACEMENT OF A ROOF ON A 40' X 162' PRE-ENGINEERED METAL BUILDING, AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH ROGERS ROOFING CORPORATION FOR A PRICE NOT-TO-EXCEED \$26,000.00.

WHEREAS, the City of Lake City, Florida ("City") finds that Rogers Roofing Corporation's ("Rogers Roofing Corporation") bid of \$26,000.00 was the lowest and most responsible bid to Invitation to Bid No. ITB-009-2020 for the removal and replacement of the roof on a 40' x 162' pre-engineered metal building located at the City's Sprayfield (the "Project"); and

WHEREAS, the City's staff has recommended the acceptance of Rogers Roofing Corporation's bid and that Rogers Roofing Corporation be awarded the contract for the Project at a cost not-to-exceed \$26,000.00 (the "Contract Price"); and

WHEREAS, the City has determined that it is in its best interest to accept the bid of Rogers Roofing Corporation and to contract with Rogers Roofing Corporation for the construction of the Project pursuant to the terms, provisions, conditions, and requirements of the contract, a copy of which is attached hereto as "Exhibit A" and made a part of this Resolution (the "Contract").

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

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

Section 2. The City is hereby authorized to accept Rogers Roofing Corporation's bid for the construction of the Project and to enter into the Contract with Rogers Roofing Corporation for the Project.

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 Rogers Roofing Corporation to exceed the Contract Price. 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 Rogers Roofing Corporation shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this ____ day of _____, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

By: _____
Audrey Sikes,
City Clerk

By: _____
Fredrick L. Koberlein, Jr.,
City Attorney

ROGERS ROOFING CORPORATION

By: _____
Dennis Rogers, President



Replacement of Roof - Sprayfield

ITB-009-2020

Opened 1/21/2020 @ 11:15 AM

BIDDER:

PHIFER INDUSTRIES INC.	PROFESSIONAL ROOF SYSTEMS	THOMAS MAY CONSTRUCTION COMPANY	WHIDDON CONSTRUCTION COMPANY INC.
2803 Gulf to Bay BLVD #226 Clearwater, FL 33759 727-229-8014	5590 N. Silk Terrace Dunellon, FL 34433 352-322-0160	310 College Drive Orange Park, FL 32065 904-272-4808	295 NW Commoms Loop, Site 115-262 Lake City, FL 32055 386-754-7367

ITEM 1:

Removal and Replacement of Metal Roof on a 40'x162' Pre-Engineered Metal Building

\$95,084.00	\$26,000.00	\$29,825.00	\$38,500.00
-------------	-------------	-------------	-------------

BIDDER:

CHILDERS ROOFING & SHEET METAL	KBT Contracting Corp	Lewis Walker Roofing Inc.	Old World Craftsmen Inc.
1645 Jessie St. Jacksonville, FL 32206 904-696-8850	5105 Blanding Blvd. Jacksonville, FL 32210 904-647-8200	PO Box 2147 Lake City, FL 32056 866-969-7663	PO Box 710 Lake City, FL 32056 386-752-3264

ITEM 1:

Removal and Replacement of Metal Roof on a 40'x162' Pre-Engineered Metal Building

\$85,000.00	\$63,140.00	\$35,978.00	\$41,500.00
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Recommendation: PROFESSIONAL ROOF SYSTEMS

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND
ROGERS ROOFING CORPORATION**

THIS CONTRACT made and entered into this ____ day of March, 2020, 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 ROGERS ROOFING CORPORATION, having a mailing address of 4670 54th Avenue, North, St. Petersburg, Florida 33714 (herein referred to as "Contractor").

WHEREAS, the City desires Contractor to remove and replace the roof of a 40' by 162' pre-engineered metal building located at the City's Sprayfield (hereinafter referred to as the "Services"); and

WHEREAS, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

WHEREAS, the City invited bids through the Invitation to Bid (ITB-009-2020) and the Contractor was selected as the lowest and most responsible bidder; and

WHEREAS, the City desires to enter a contract with the Contractor to memorialize the City and Contractors intentions and obligations.

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 and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid (ITB-009-2020) reasonably inferred to the City and including all addendum (hereinafter referred to as "ITB"), attachments, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means ROGERS ROOFING 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 and/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 related to the removal and replacement of a metal roof on the 40' x 162' pre-engineered metal building. Specifically, the services and responsibilities listed within the sections titled "SCOPE OF WORK AND RELATED REQUIREMENTS" and "TERMS AND CONDITIONS" found within the ITB.

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

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

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

4. **Term of Contract:** The Contractor shall fully complete all Services required under this Contract within sixty (60) calendar days from the date the City issues a Notice to Proceed. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Bid which is a total of twenty-six thousand dollars and zero cents (\$26,000.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount

City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

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

(a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 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 \$200,000.00 per person and \$300,00.00 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

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/or 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.

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.

15. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-009-2020) and all Addendum, and all attachments thereto. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

16. **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.

17. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
Fredrick L. Koberlein, Jr.,
City Attorney

ROGERS ROOFING CORPORATION

By: _____
Dennis Rogers, President

Signed, sealed and delivered in the presence of:

Witness Signature

Print/Type Name

Witness Signature

Print/Type Name

ORIGINAL



INVITATION TO BID
ITB-009-2020

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, January 21, 2020 at 11:00 a.m. local time in the Procurement Department located on the 2nd floor in City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at 11:15 a.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Replacement of Roof on 40'x162' Pre-Engineered Steel Building

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-009-2020), bid title (Replacement of Roof - Spravfield) the date and time (January 21, 2020 at 11:00 A.M.). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One original plus one copy must be included and must be addressed to the following:

City of Lake City
Attention: Procurement Department
205 N. Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Professional Roof Systems
ORIGINAL

PROPOSAL

ITEM I: Removal and Replacement of Metal Roof on a 40'x162' Pre-Engineered Metal Building.

\$ 26,000
Twenty Six Thousand dollars 00 cents

FIRM NAME Professional Roof Systems

ADDRESS 5590 N. Silk Terrace

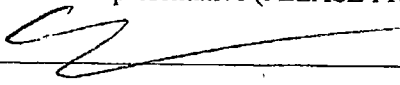
CITY, STATE, ZIP Dunwoody, GA 30433

TELEPHONE 352-370-0160

FAX #

E-MAIL DENNIS@PROFESSIONALROOFSYSTEMS.COM

DENNIS ROBER
Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE 

DATE 01-14-2020

THIS FORM MUST BE USED FOR BID PROPOSAL

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

1. Company Name: CITY OF NEW BERRY
Address: 25445 W. NEW BERRY RD NEW BERRY, FL 32669
Business Phone #: 352-316-3541
Contact Person: JED MITCHELL
Email: JED.MITCHELL@CI.NEWBERRY, FL US
Length of time services provided: 45 DAYS
2. Company Name: COCALA HOUSING AUTHORITY
Address: 1629 NW 4TH ST COCALA FL
Business Phone #: 352-369-2636
Contact Person: CHRIS LEWIS
Email: CLEWIS@COCALAHOUSING.ORG
Length of time services provided: CONTRACT 2 YR 2019-2021
3. Company Name: NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Address: 81 WATER MANAGEMENT DR HAVANA, FL 32333
Business Phone #: 850-539-5995
Contact Person: _____
Email: _____
Length of time services provided: 2 MONTHS

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. ITB-009-2020.
2. This sworn statement is submitted by PROFESSIONAL ROOF SERVICE whose business address is 5590 N SILK TRL. DUNNELLON, FL and (if applicable) its Federal Identification No.(FEIN) is 59-3502191. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is DEMNIS ROBERTS and my relationship to the entity named above is PRESIDENT.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

Signature: [Handwritten Signature] Date 01-14-2020
STATE OF FLORIDA
COUNTY OF CITRUS

Personally appeared before me, the undersigned authority, DENNIS ROBERTS who after first being sworn by me, affixed his/her signature in the space provided above on this 14 day of JANUARY 2020.

[Handwritten Signature]

Notary Public, State at large

My Commission Expires:



JOANN ROGERS
Commission # GG 221607
Expires June 15, 2022
Bonded thru Budget Heavy Services

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF DUNNELLON

Before me, the undersigned authority, personally appeared DEANIS ROGERS, who was duly sworn deposes and states:

1. I am the PREMIER of PROFESSIONAL ROOF SYSTEMS with a local office in 5506 N. SILK TRL and principal office in DUNNELLON FL and principal office in _____ City & State _____ City & State
2. The above named entity is submitting a Proposal for the City of Lake City ITB-009-2020 described as **REPLACEMENT OF ROOF - SPRAYFIELD.**
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this 14 day of JAN 2020

(Affiant)
DEANIS ROGERS PRES
Typed Name and Title



JOANN ROGERS
Commission # GG 221907
Expires June 15, 2022
Signed Two Budget History Books

Sworn to and subscribed before me this 14 day of JAN 2020
Personally Known _____ Or produced identification DL
Identification type: FL DL
Notary Public-State of FLORIDA
Printed, typed, or stamped commissioned name of notary public.
My commission expires _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

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

YES _____ NO

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


YES _____ NO

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

YES _____ NO

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

<u>Professional Roof Systems</u>	<u>01-14-2020</u>
Firm	Date
	<u>Dennis Rogers Pres.</u>
Authorized Signature	Printed or Typed Name and Title

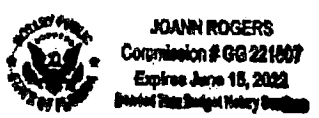
THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that Professional Roof Systems (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

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

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



[Signature]
Authorized Signature

01-14-2020
Date Signed

State of Florida
County of Citrus

Sworn to and subscribed before me this 14 day of January 2020.
Personally known or Produced Identification FL D.LICENSE
(Specify type of identification)

[Signature]
Signature of Notary
My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

PROFESSIONAL REVIEW

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF LeTaux

Dennis Rogers, being duly sworn, deposes and says that:

1. He/She is Pres. of Professional Roof Systems the Bidder
Title Company Name

that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

SIGNED [Signature]

TITLE President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF Jan, 2020

[Signature]

Notary Public, State of Florida My Commission Expires: 6-15-2022



JOANN ROGERS
Commission # GG 221007
Expires June 15, 2022
Baker-Tier Budget Heavy Services

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

ITB-009-2020

Project Description:

REPLACEMENT OF ROOF - SPRAYFIELD

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

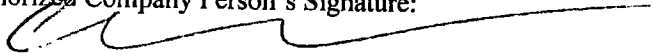
- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

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

Contractor/Proposer/ Bidder Company Name:

PROFESSIONAL ROOF SYSTEMS

Authorized Company Person's Signature:



Authorized Company Person's Title:

PRESIDENT

Date: 01-14-2020

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF LAKE CITY BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- References
- Public Entity Crime Statement
- Conflict of Interest
- Disputes Disclosure
- Drug Free Work Place
- Non-Collusion Affidavit
- E-Verify Affirmation Statement

_____ **PLEASE INITIAL**

ADDENDUM #1

TO

SPECIFICATION AND CONTRACT DOCUMENTS

January 8, 2020

TO: ALL PLAN HOLDERS


FOR: ITB-009-2020 Replacement of Roof - Sprayfield

The purpose of addendum #1 is to answer questions received to date and to address issues in the current scope of work and specifications and to provide a drawing of the existing building.

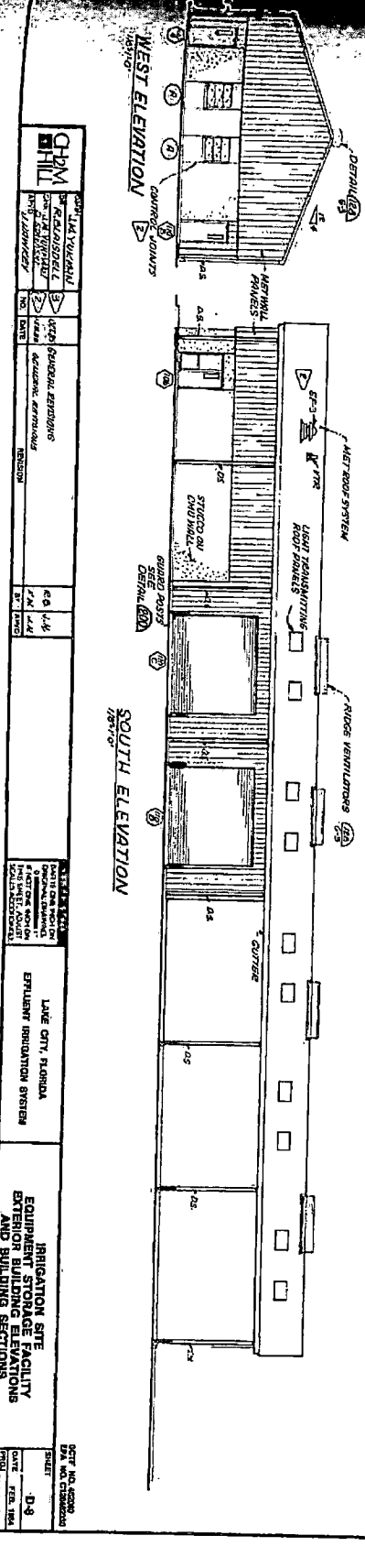
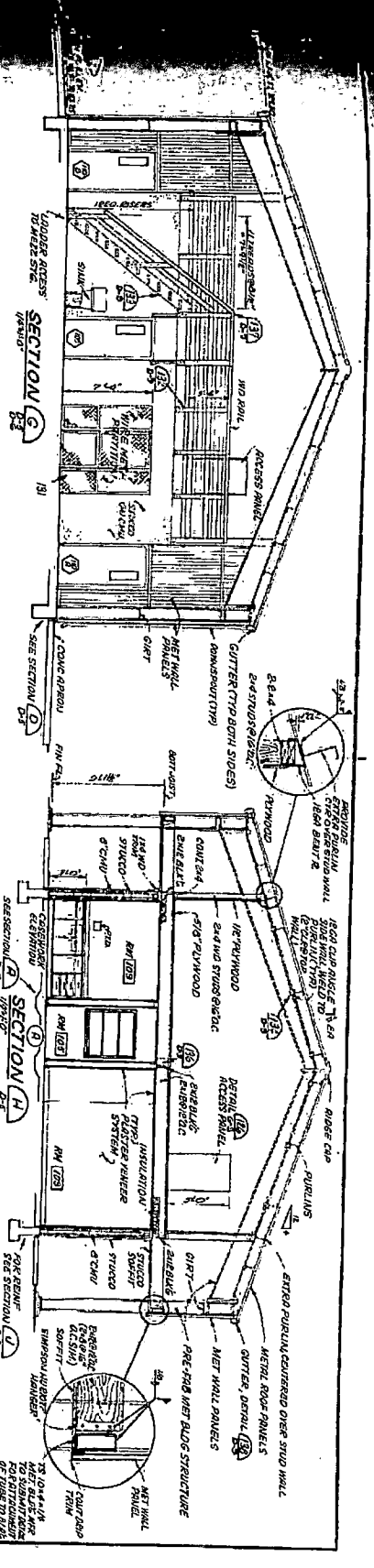
Contractor must acknowledge receipt of all addenda with submittal on the form provided herein.

1. Are there existing plans available for this building?
Answer: Please see attached.
2. What is the current eave height of the structure?
Answer: The eave height is 16 feet.
3. What is the current Purlin spacing on the current roof?
Answer: There are no details on the plan on the spacing but they average 5 feet.
4. During further inspection it was noted that the existing insulation may loosen once the panels are removed? Do you want to replace the existing insulation?
Answer: Yes, with 3" Vinyl backed Fiberglass insulation under the enclosed shop area only.
5. It also appeared upon further inspection that the gutters and downspouts were damaged. Do you want to replace the gutters and downspouts also?
Answer: Yes, please include the replacement of the existing gutters and downspouts.
6. The scope says to re-use all existing trim, should we install new trim to match the new material?
Answer: Yes, install new trim.

No. 1 Dated 01-09-2020

Signature: 

THIS FORM MUST BE INCLUDED WITH PROPOSAL



<p>CHM CIVIL 1001 LAKEWOOD BLVD SUITE 200 TAMPA, FL 33613</p>		<p>PROJECT: IRRIGATION SITE EQUIPMENT STORAGE FACILITY EXTERIOR BUILDING ELEVATIONS AND BUILDING SECTIONS</p>	<p>DATE: FEB. 1984</p>
<p>DATE: FEB. 1984</p>	<p>D-9</p>	<p>1001 LAKEWOOD BLVD SUITE 200 TAMPA, FL 33613</p>	<p>DATE: FEB. 1984</p>
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<p>SCHEDULE B</p>		<p>1001 LAKEWOOD BLVD SUITE 200 TAMPA, FL 33613</p>	<p>DATE: FEB. 1984</p>

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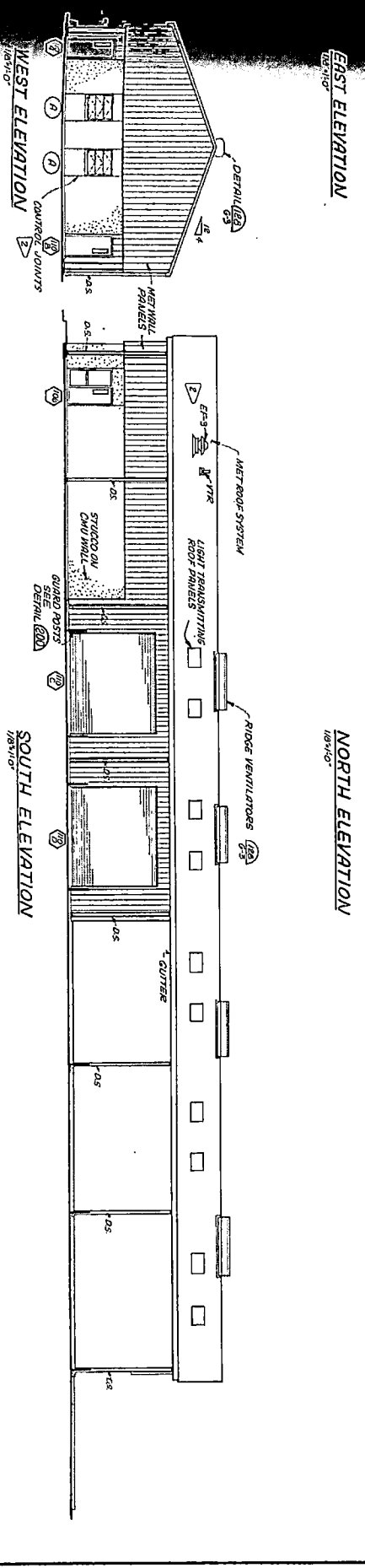
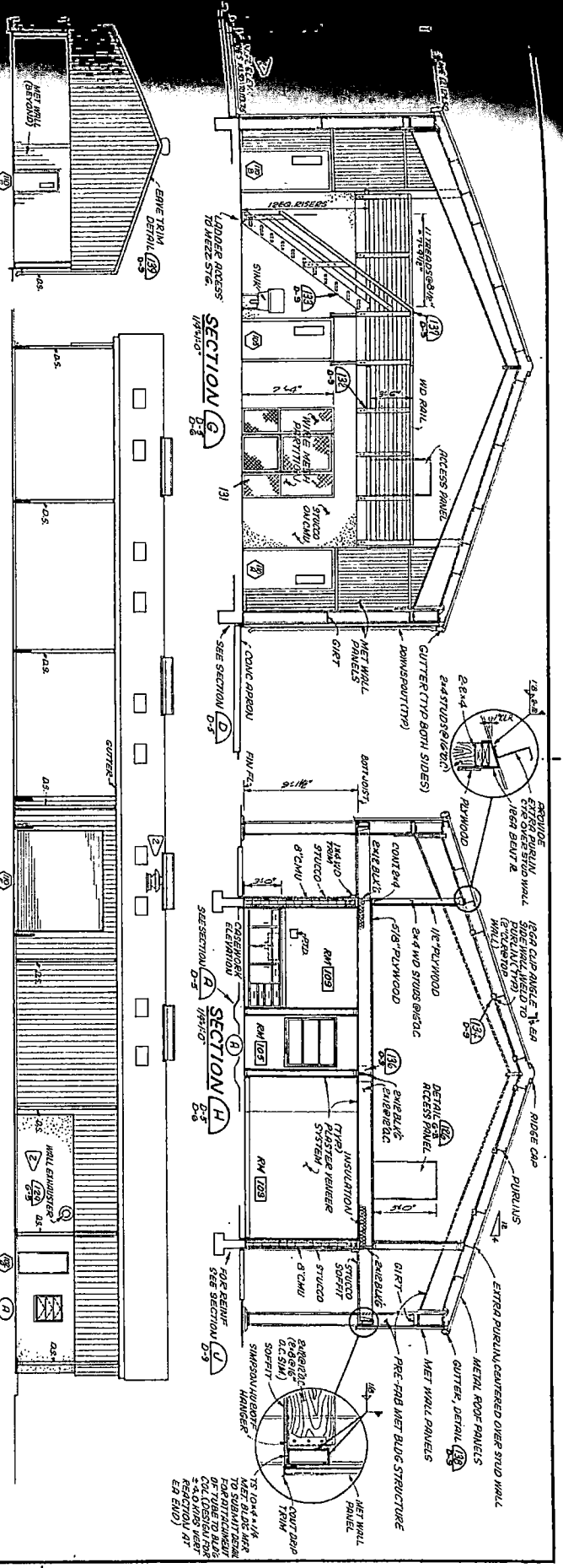
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6. The scope says to re-use all existing trim, should we install new trim to match the new material?
Answer: Yes, install new trim.

No. 1 Dated _____

Signature: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL



CH2M HILL 5000 W. WASHINGTON SUITE 2000 DENVER, CO 80202 PHONE: 303.733.1200 FAX: 303.733.1201 WWW.CH2MHILL.COM		PROJECT NO. 10000 SHEET NO. 10000 DATE: FEB. 1994 DRAWN BY: CH2M HILL CHECKED BY: CH2M HILL IN CHARGE: CH2M HILL		LAKELAND CITY, FLORIDA EFFLUENT IRRIGATION SYSTEM EQUIPMENT STORAGE FACILITY AND BUILDING SECTIONS		SCHEDULE B	
--	--	---	--	---	--	------------	--



INVITATION TO BID
ITB-009-2020

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, January 21, 2020 at 11:00 a.m. local time in the Procurement Department located on the 2nd floor in City Hall, 205 N Marion Avenue, Lake City, Florida 32055. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted via fax. Bid opening will be promptly at 11:15 a.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Replacement of Roof on 40'x162' Pre-Engineered Steel Building

All bid proposals which are submitted through delivery services such as Federal Express, UPS, or United States Postal Service Express Mail, must be marked on the OUTSIDE of the delivery package with the company or Bidder's name, address, phone number, bid number (ITB-009-2020), bid title (Replacement of Roof - Sprayfield) the date and time (January 21, 2020 at 11:00 A.M.). The bid proposal must be in a sealed envelope INSIDE the delivery package with the same information as listed above. All bid proposals which are hand delivered or delivered through regular mail by the United States Postal Service must have all the same information as listed above on the OUTSIDE of the sealed envelope. Failure to comply may be reason to reject the bid.

One original plus one copy must be included and must be addressed to the following:

City of Lake City
Attention: Procurement Department
205 N. Marion Avenue
Lake City, Florida 32055

Bids must be completed in English language, signed with ink, in spaces provided on the enclosed bid forms and submitted in duplicate or bid will be subject to rejection.

Any deviation from the specifications must be explained in detail on sheets attached to the bid form and labeled "Clarifications and Exceptions," and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be signed and returned with the original response to

be considered responsive. Deadline for receiving questions is **Monday, January 13 at 4:00 p.m.** Questions received after this date and time will not be considered. Questions may be submitted via e-mail to procurement@lcfla.com or by mail to City of Lake City, Procurement Department, 205 N. Marion Avenue, Lake City, FL 32055.

Bidder may not withdraw his/her bid for a period of sixty (60) days.

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

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

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

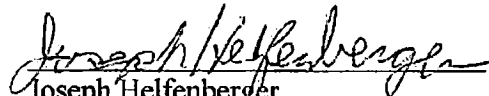
Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest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

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

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

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

CITY OF LAKE CITY, FLORIDA


Joseph Helfenberger
City Manager

THE CITY OF LAKE CITY IS ACCEPTING PROPOSALS FOR REMOVAL AND REPLACEMENT OF A METAL ROOF ON A 40'X162' PRE-ENGINEERED METAL BUILDING.

NOTE: Site visits are by appointment only. Please contact David Durrance (386)758-5463 or Cody Pridgeon (386)758-5455 to arrange a site visit. **Remember** any questions you ask must be submitted to Procurement in writing and an addendum will be issued to address your question.

“SCOPE OF WORK AND RELATED REQUIREMENTS”

A. GENERAL SCOPE OF WORK AND SPECIFICATIONS:

1. Contractor will remove all existing roof panels on a 40'x162' Pre-Engineered Steel Building.
2. Contractor will install new roof panels with long-life roof fasteners.
3. Contractor will replace roof panels with new panels which must be a minimum of 26 gauge Galvalume PBR.
4. Contractor will re-use all existing trim and gutters.
5. Contractor will install new vent boots and twelve (12) – 3'x10' feet clear corrugated polycarbonate skylight panels, with a minimum of 15-year warranty on the panels.
6. Contractor will replace roof insulation in one of the 40'x24' feet bays.
7. Contractor will not re-install ridge vents.
8. Contractor will leave the removed roof panels onsite in a designated spot per the designated City Contract Manager.

B. CODES AND STANDARDS:

The new roof must comply with all State, Federal and Local laws and ordinances.

C. PERMITTING:

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

D. INSTALLATION:

Complete removal and replacement of roofing, trim gutters, insulation, etc. shall be the responsibility of the Contractor as specified herein.

E. PROTECTION OF PROPERTY/PROPERTY CONDITIONS:

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

G. SAFETY:

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

F. EMPLOYEES:

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.

4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

G. STORAGE OF MATERIALS:

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

H. DISPOSAL OF WASTE:

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

I. HOURS OF WORK:

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

J. TRAFFIC CONTROL:

No traffic control will be needed. Contractor must conduct the project to ensure minimum interference with facility and yard operations.

K. WARRANTY:

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

Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

L. DELIVERY:

All materials must be delivered FOB to City of Lake City Sprayfield located at 3999 Sisters Welcome Rd. Lake City, FL 32024. Contractor shall be represented on-site at time of delivery for material/equipment acceptance.

“TERMS AND CONDITIONS”

A. LICENSES/QUALIFICATIONS:

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

B. INSURANCE:

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

limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

C. INDEMNITY:

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

D. LIQUIDATED DAMAGES:

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

E. ADDITIONAL TIME FOR COMPLETION:

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

F. CONTRACT:

The successful Contractor must execute and return the contracts within ten (10) calendar days of issuance of Notice of Award.

G. SCHEDULE:

1. Upon receipt of all required documents a Notice to Proceed will be issued.
2. The successful Contractor must complete all work within (60) sixty calendar days after delivery of equipment.

H. PAYMENT:

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

I. REFERENCES:

Bidders must provide with their proposal material for evaluating the ability of the potential Bidder to execute a project of this type. Therefore, the Bidder is required to provide a minimum of (3) three references, which will be verified. The list of references must be attached with the bid proposal on the form provided within these specifications. All reference materials provided become the property of the City of Lake City and also become public record.

J. CHANGE ORDERS:

1. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

K. ADDENDUM:

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid.

L. REQUIRED DOCUMENTS:

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

M. PUBLIC ENTITY CRIME:

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

N. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

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

O. PUBLIC RECORD:

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

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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 public agency.

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

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

P. PAYMENT AND PERFORMANCE BONDS:

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

Q. ADDITIONAL INFORMATION:

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

[The balance of this page has been left intentionally blank]

PROPOSAL

ITEM I: Removal and Replacement of Metal Roof on a 40'x162' Pre-Engineered Metal Building.

\$ _____

_____ dollars _____ cents

FIRM
NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX # _____

E-MAIL _____

Authorized Representative (PLEASE PRINT OR TYPE)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR BID PROPOSAL

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address, contact person, telephone number and length of time services provided. (Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.)

- 1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____
- 2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____
- 3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. _____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No.(FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

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

Signature: _____ Date _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

Notary Public, State at large
My Commission Expires:

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____
_____ and principal office in _____.
City & State City & State
 2. The above named entity is submitting a Proposal for the City of Lake City ITB-009-2020 described as **REPLACEMENT OF ROOF - SPRAYFIELD.**
 3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
 4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
 5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
 6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
 7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
 8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
 9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
 10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.
- DATED** this _____ day of _____ 20____.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 20____.
 Personally Known _____ Or produced identification _____.
 Identification type: _____
 Notary Public-State of _____
 Printed, typed, or stamped commissioned name of notary public.
 My commission expires _____.

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

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

Firm Date

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

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

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

Authorized Signature

Date Signed

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known _____ or Produced Identification _____
(Specify type of identification)

Signature of Notary
My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Bidder
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____

TITLE _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

Notary Public, State of Florida My Commission Expires: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:

Project Description:

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

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

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

Contractor/Proposer/ Bidder Company Name:

Authorized Company Person's Signature:

Authorized Company Person's Title:

Date: _____

THIS FORM MUST BE INCLUDED WITH BID PROPOSAL

CITY OF LAKE CITY BIDDER'S CHECK LIST

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with your bid.

Before sending in your bid, please make sure you have completed all of the following:

_____ Enclose two (2) sets of the Bid form (one marked original and one copy), including all handwritten sections. Please make and retain a separate copy of this bid package for your records.

_____ Bid Form, must be complete and have a manual signature (original signature) preferably signed in blue ink.

_____ Every page that has anything hand written on it, must be imprinted with the company's name on the top right-hand corner of the page.

_____ Return bid in an envelope with the bid number and name of bid printed on the front of the envelope. If Fed-Ex or UPS, please keep bid in a separate sealed envelope when placing it in their packaging.

_____ Acknowledge in the bid any and all addendums issued and manually sign each addendum sheet and submit it with your bid.

_____ Erasures or other descriptive literature, brochures and/or data must be initialed by the person signing the bid.

FORMS

- _____ References
- _____ Public Entity Crime Statement
- _____ Conflict of Interest
- _____ Disputes Disclosure
- _____ Drug Free Work Place
- _____ Non-Collusion Affidavit
- _____ E-Verify Affirmation Statement

_____ **PLEASE INITIAL**

CITY COUNCIL RESOLUTION NO. 2020-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE SERVICES OF A SPECIAL MAGISTRATE WITH ATTORNEY STEPHANIE MARCHMAN.

WHEREAS, the City of Lake City, Florida ("City") provides code enforcement services to the citizens of the City pursuant to Chapter 162, Florida Statutes, and Article X of Chapter 2, Code of the City of Lake City, Florida; and

WHEREAS, the City is in need of a Special Magistrate to preside over code violations and the City administration has recommended Attorney Stephanie Marchman ("Marchman") to serve as the City's Special Magistrate over code enforcement proceedings; and

WHEREAS, the City Council finds that it is in the best interests of the City to memorialize the terms and conditions of its relationship with Marchman; and

WHEREAS, the City Council desires to enter into an Agreement with Marchman pursuant to and in accordance with the terms and conditions included in the *Special Magistrate Services Contract Related to Code Enforcement of the City of Lake City, Florida between the City of Lake City, Florida and Stephanie Marchman, Esq.* (the "Agreement"), a copy of which is attached hereto as "Exhibit A" and made a part of this resolution.

[Remainder of page intentionally left blank]

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

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

Section 2. The City is hereby authorized to enter into the Agreement and the Mayor is authorized to execute the Agreement for and on behalf of the City.

PASSED AND ADOPTED by the City Council on the ____ day of March, 2020.

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

**SPECIAL MAGISTRATE SERVICES CONTRACT
RELATED TO CODE ENFORCEMENT OF THE
CITY OF LAKE CITY, FLORIDA BETWEEN
THE CITY OF LAKE CITY, FLORIDA AND
STEPHANIE MARCHMAN, ESQ.**

THIS AGREEMENT made and entered in to this ____ day of March, 2020, by and between the CITY OF LAKE CITY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "City"), and Stephanie Marchman, Esq., having a mailing address of 720 SW 2nd Avenue, Suite 106, Gainesville, Florida 32601 (hereinafter referred to as "Special Magistrate").

WHEREAS, the City requires the appointment of a Special Magistrate for Code Enforcement; and

WHEREAS, the Special Magistrate desires to render the services as described herein, and has the qualifications, experience, staff, and resources to perform those services herself and through the law firm of GrayRobinson, P.A. (hereinafter referred to as the "Law Firm"); and

WHEREAS, the City, through and in accordance with the requirements of law and City policy has determined that it would be in the best interests of the City to enter into a contract with the Special Magistrate for the rendering of the services described herein.

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

ARTICLE 1 - EMPLOYMENT OF SPECIAL MAGISTRATE

The City hereby agrees to engage the Special Magistrate, and the Special Magistrate hereby agrees to perform the services set forth in the Scope of Services as directed by the City.

ARTICLE 2 - SCOPE OF SERVICES

The scope of services to be performed by the Special Magistrate shall

consist of, but not be limited to, the following:

2.1 The Special Magistrate shall conduct hearings relating to the enforcement and violation of the business tax receipt, fire, building, zoning, sign and other related codes in force in the City of Lake City, Florida. It is not the function of the Special Magistrate to initiate enforcement proceedings or to inspect for code violations.

2.2 The Special Magistrate shall sit as an impartial hearing officer to determine, based on evidence presented during the hearing, if a violation exists.

2.3 The Special Magistrate shall serve at the pleasure of the City Council and shall not be deemed a city employee.

2.4 The Special Magistrate will review and understand all relevant codes, ordinances, and Florida Statutes relative to the service provided.

2.5 The City shall provide such clerical, administrative personnel and legal services deemed reasonably necessary to support the Special Magistrate's activities and assist in the proper performance of services under this Agreement; however, the City acknowledges that the Special Magistrate may utilize from time to time the administrative resources of the Law Firm. The Law Firm and Special Magistrate agree that the City will not incur any additional fees or costs associated with the Special Magistrate's use of such administrative resources, unless otherwise authorized by the City in writing.

2.6 The Special Magistrate has the jurisdiction and authority to determine the amount of reasonable expenses incurred by the City as a result of orders issued pursuant to the authority granted.

2.7 The jurisdiction of the Special Magistrate is not exclusive. An alleged violation of a code provision may be pursued by appropriate remedy in court at the option of the City and nothing shall prevent the City from taking such other lawful action, including but not limited to, resorting to equitable action, as is necessary to enforce provisions of respective City codes or ordinances.

2.8 All hearings before the Special Magistrate shall be conducted so as to ensure fundamental due process.

2.9 The Special Magistrate shall take testimony from any witness having

knowledge concerning a hearing on a case. All testimony shall be under oath. The Special Magistrate shall have the power to administer an oath to any witness.

2.10 As soon as practicable after the conclusion of the hearing, but no later than five (5) business days following the hearing, the Special Magistrate shall issue findings of fact based on evidence of record, and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted within the City Code and consistent with Chapter 162, Florida Statutes.

2.11 The Special Magistrate shall be bound by the interpretations and decision of duly authorized boards of the City concerning the provisions of the codes, ordinances and regulations within their respective jurisdictions.

2.12 Any services identified in the Request for Proposals (RFP 004-2020) not listed herein.

2.13 All other relevant assignments relating to code enforcement Special Magistrate services, as requested.

ARTICLE 3 - THE CITY'S RESPONSIBILITY

Except as provided in the Scope of Services, the City's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of the Special Magistrate's services. The City hereby designates its City Manager to act on the City's behalf with respect to the Scope of Services. The City Manager, under the supervision of the City Council, shall have complete authority to transmit instructions and receive information pertinent to the Special Magistrate's services.

ARTICLE 4 - TERM OF AGREEMENT

The Term of this Agreement shall be for a period of five (5) years beginning upon approval and execution by the City. This Agreement may, by mutual agreement of the parties', be extended for two (2) additional twelve (12) month periods (each, a "Renewal Term"). Notwithstanding the foregoing and pursuant to the terms contained herein either party may notify the other party of its intent to terminate the term early.

ARTICLE 5 - COMPENSATION

5.1 The City shall pay the Special Magistrate a rate of \$250.00 per hour for time expended towards the Scope of Services, inclusive of all costs associated with providing the services.

5.2 The Special Magistrate shall prepare and submit to the City, a monthly invoice detailing services and time rendered. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. The City reserves the right to withhold payment for the Special Magistrate's failure to perform the services in accordance with the provisions of this Agreement, and the City shall promptly notify the Special Magistrate if any invoice or report is found to be unacceptable and will specify the reasons therefor.

5.3 All representations, indemnifications, warranties and guaranties made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

ARTICLE 6 - STANDARD OF CARE - LICENSES

The Special Magistrate agrees to and shall obtain and maintain throughout the period that this Agreement 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 the Special Magistrate pursuant to this Agreement.

The Special Magistrate 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 the Special Magistrate for the City.

ARTICLE 7 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, the

Special Magistrate agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 8 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES

AFFIDAVIT

The Special Magistrate certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Special Magistrate represents that a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes, has been furnished to the City.

ARTICLE 9 - INDEMNIFICATION

The Special Magistrate and Law Firm shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the gross negligence of the Special Magistrate and other persons employed or utilized by the Special Magistrate, in the performance of the services. The Special Magistrate or Law Firm shall not indemnify or hold harmless the City for any negligence of the City, its employees, officers, directors, or agents. In the event the completion of services awarded is delayed or suspended as a result of the Special Magistrate's failure to purchase or maintain the required insurance, the Special Magistrate and Law Firm shall indemnify the City from any and all increased expenses resulting from such delay.

ARTICLE 10 - INDEPENDENT SPECIAL MAGISTRATE

The Special Magistrate undertakes performance of the services as an independent Special Magistrate under this Agreement and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such

performance when doing so will not impede the work. The Special Magistrate shall work closely with the City in performing services under this Agreement.

ARTICLE 11 - EXTENT OF AGREEMENT

11.1 This Agreement represents the entire and integrated agreement between the City and the Special Magistrate and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 12 - COMPLIANCE WITH LAWS

In performance of the services, the Special Magistrate will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 13 - INSURANCE

The Special Magistrate, through the Law Firm, agrees to maintain insurance during the term of this Agreement and any renewals as follows:

13.1 Worker's Compensation: Coverage must apply for all employees of the Special Magistrate and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

13.1.1 Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

13.1.2 Notice of Cancellation and Restriction. Within ten (10) days of execution of this Agreement the policy must be endorsed to provide the City with ten (10) days written notice of cancellation and restriction.

13.2 Comprehensive General Liability: Coverage must include:

13.2.1 \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general

aggregate.

13.2.2 Contractual (Agreement) coverage applicable to this specific Agreement, including any hold harmless or indemnification agreement.

13.2.3 Additional Insured. Within ten (10) days of execution of this Agreement the City is to be specifically included as an additional insured.

13.2.4 Notice of Cancellation and Restriction. Within ten (10) days of execution of this Agreement the policy must be endorsed to provide the City with ten (10) days written notice of cancellation and restriction.

13.3 Professional Liability:

13.3.1 Special Magistrate agrees to maintain Professional Liability with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement.

13.3.2 Special Magistrate shall maintain such insurance for at least five (5) years from the termination of this Agreement and during this five (5) year period the respondent shall endeavor to ensure that there is no change of the retroactive date on this insurance coverage.

13.3.3 If there is a change that reduces or restricts the coverage carried during the agreement, the Special Magistrate shall notify the City within thirty (30) days of the change.

13.4 Comprehensive Automobile Liability: Coverage must be afforded on

a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

13.4.1 \$1,000,000 combined single limit per accident for bodily injury and property damage.

13.4.2 Owned Vehicles

13.4.3 Hired and Non-Owned Vehicles

13.4.4 Employee Non-Ownership

13.4.5 Additional Insured. Within ten (10) days of execution of this Agreement the City is to be specifically included as an additional insured.

13.4.6 Notice of Cancellation and Restriction. Within ten (10) days of execution of this Agreement the policy must be endorsed to provide the City with ten (10) days' written notice of cancellation and restriction.

13.5 Umbrella Policy: Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

13.5.1 \$1,000,000 per occurrence

13.5.2 General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.

13.5.3 Auto liability: Underlying Combined single limit of

\$1,000,000.

13.5.4 Additional Insured. Within ten (10) days of execution of this Agreement the City is to be specifically included as an additional insured.

13.5.5 Notice of Cancellation and Restriction. Within ten (10) days of award the policy must be endorsed to provide the City with ten (10) day's written notice of cancellation and restriction.

13.6 The Special Magistrate, through the Law Firm, shall maintain such insurance for the term of this Agreement and the Special Magistrate shall endeavor to ensure that there is no change of the retroactive date of the insurance coverage specified in this Article.

If there is a change that reduces or restricts the coverage carried during the Agreement, the Special Magistrate shall notify the City within thirty (30) days of the change.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be filed with the City. The Certificates of Insurance shall be filed with the City before this Agreement is deemed approved by the City. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Agreement. All the policies of insurance so required of Special Magistrate except workers compensation and professional liability insurance shall be endorsed to include as additional insured the City, its officers, employees, and agents to the extent of the City's interest arising from any contract agreement between City and Special Magistrate. If the policy contains higher limits, the City of Lake city will be entitled to coverage to the extent of such higher limits. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

ARTICLE 14 - ACCESS TO PREMISES

The City shall grant the Special Magistrate access to all locations necessary to carry out the duties and services of the Special Magistrate.

ARTICLE 15 - TERMINATION OF AGREEMENT

15.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon thirty (30) days of written notice to Special Magistrate. In such event, the Special Magistrate shall be paid compensation for services performed prior to the termination date. In the event that the Special Magistrate abandons this Agreement or causes it to be terminated, Special Magistrate shall be liable to the City for any and all loss pertaining to this termination.

15.2 Default by Special Magistrate: In addition to all other remedies available to the City, the City may terminate this Agreement for cause should the Special Magistrate neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the City shall provide written notice of the specific conditions warranting default, and the City shall allow thirty (30) days for Special Magistrate to cure.

ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Special Magistrate shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Special Magistrate's performance of the Services to be proprietary unless such information is available from public sources. Special Magistrate shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

ARTICLE 17 - UNCONTROLLABLE FORCES

Neither the City nor Special Magistrate shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable

Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstance and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 18 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Columbia County, Florida. This provision shall survive any bankruptcy proceedings.

ARTICLE 19 - MISCELLANEOUS

19.1 Waiver: A waiver by either the City or Special Magistrate of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by

either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19.3 Public Records Requirement: The City is a public agency subject to Chapter 119, Florida Statutes.

IF THE SPECIAL MAGISTRATE OR LAW FIRM HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 752-2031, SIKESA@LCFLA.COM, 205 NORTH MARION AVENUE LAKE CITY, FLORIDA 32055.

Under this Agreement, to the extent that the Special Magistrate is providing services to the City, and pursuant to Section 119.0701, Florida Statutes, the Special Magistrate shall;

19.3.1 Keep and maintain public records required by the City in order to perform the service.

19.3.2 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 Chapter 119, Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the Special Magistrate's time.

19.3.3 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 Special Magistrate does not transfer the records to the City. If the Special Magistrate 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, Special Magistrate 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 Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Special Magistrate claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

19.3.4 Upon completion of the contract, transfer all public records in possession of the Special Magistrate or keep and maintain public records required by the City to perform the service. If the Special Magistrate transfers all public records to the City upon completion of the contract, the Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the contract, the Special Magistrate 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.

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

ARTICLE 20 - SUCCESSORS AND ASSIGNS

The City and Special Magistrate each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 21 - CONTINGENT FEES

The Special Magistrate warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Special Magistrate, or Law Firm, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Special Magistrate, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 22 - OWNERSHIP OF DOCUMENTS

Special Magistrate shall be required to work in harmony with other Special Magistrates relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

ARTICLE 23 - FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for herein have been approved by the City Council in the City's annual budget for each fiscal year of this Agreement and this Agreement is subject to termination based on lack of funding.

ARTICLE 24 - NOTICE

24.1 Whenever any party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY:

Stephen M. Witt, City Mayor
205 North Marion Ave
Lake City, Florida 32055
386-719-5756
witts@lcfla.com

With a copy to the City's:

City Manager at: helfenbergerj@lcfla.com ; and

City Clerk at: sikesa@lcfla.com ; and

City Attorney at: Fred@klo-attorneys.com

SPECIAL MAGISTRATE:

Stephanie Marchman, Esq.
720 S.W. 2nd Avenue
Gainesville, Florida 32601
Stephanie.marchman@gray-robinson.com

24.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

24.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Special Magistrate and City.

ARTICLE 25 – DISPUTES

25.1 Any dispute arising from this Agreement shall be addressed by the representatives of the City and the Special Magistrate as set forth herein. Disputes shall be set forth in writing to the Mayor or Special Magistrate, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the Mayor (or his designee), and a representative of the Special Magistrate. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the

Mayor or Special Magistrate. If the dispute is not settled at the initial meeting, additional meetings may be held.

25.2 If the foregoing does not result in a satisfactory resolution, the claims, disputes, or other matters in question arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Legislature or Supreme Court. The Mediator shall be chosen by the City and the cost of mediation shall be borne by the Special Magistrate. Special Magistrate shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

25.3 In the event of litigation by either party, the prevailing party shall be entitled to receive, and the non-prevailing party shall be liable for, all costs and expenses incurred in the enforcement of this Agreement, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

[Remainder of page intentionally left blank]

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Audrey Sikes, City Clerk

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

STEPHANIE MARCHMAN, ESQ.

By: _____
Stephanie Marchman, Esq.,
Shareholder, GrayRobinson, P.A.

Meeting Date
March 2, 2020

City of Lake City Report to Council

AGENDA	
Section	9
Item No.	B 6

Resolution No. 2020-023

SUBJECT: Lease Agreement -Capital Metal Supply, Inc.

DEPT. / OFFICE:
Gateway Airport

Originator: Roland C. Luster		
City Manager Joseph Helfenberger <i>Joseph Helfenberger</i>	Department Director Roland C. Luster	Date February 10, 2020
Recommended Action: Approve City Staff recommendation to go forward with a new lease agreement between the City of Lake City and Capital Metal Supply, Inc.		
Summary Explanation & Background: The current lease agreement between the City and Capital Mental Supply, Inc. will expire on March 31, 2020 and they would like to enter into another lease agreement with City. The new lease with for one (1) year with four (4) one extension options. Each one-year extension options will have a 3% per year increase in it. The amounts of these yearly increases are listed as part of the new lease.		
Alternatives: None recommended		
Source of Funds: N/A		
Financial Impact: An increase in annual funds for the airport.		
Exhibits Attached: None		

CITY COUNCIL RESOLUTION NO. 2020-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH CAPITAL METAL SUPPLY, INC., A FLORIDA CORPORATION, LEASING PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT AND AUTHORIZING EXECUTION OF THE LEASE.

WHEREAS, Capital Metal Supply, Inc. ("Capital") desires to lease from the City of Lake City, Florida ("City") space at the Lake City Gateway Airport Industrial Park (the "Park") and the City is willing to lease space in the Park to Capital in accordance with the terms and conditions of the *Land and Existing Building Lease Agreement Between the City of Lake City, Florida and Capital Metal Supply, Inc.* (the "Lease"), a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, the terms and conditions of the Lease are acceptable to the City Council.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to lease to Capital the real property located in the Park as described therein and in accordance with the terms and conditions of the Lease.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Lease in the name 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 Capital 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 on this ____ day of March, 2020.

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

**LAND AND EXISTING BUILDING LEASE AGREEMENT BETWEEN THE CITY OF
LAKE CITY, FLORIDA AND CAPITAL METAL SUPPLY, INC.**

LESSOR:
City of Lake City, Florida
205 North Marion Avenue
Lake City, FL 32055

LESSEE:
Capital Metal Supply, Inc.
796 SE County Road 252
Lake City, FL 32025

WHEREAS, the City of Lake City, a Florida municipal corporation, (hereinafter the "Lessor" or "City"), acquired from the United States of America certain property, real and personal, by deeds dated August 29, 1949, and July 7, 1948, which is now known as the Lake City Gateway Airport (hereinafter the "Airport"); and

WHEREAS, the City established an industrial park located upon the Airport to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, CAPITAL METAL SUPPLY, INC., a Florida corporation (hereinafter the "Lessee"), has leased a certain parcel and commercial building at the Airport since 2015 and is desirous of continuing to lease the same parcel and commercial building as is hereinafter described for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities; and

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable considerations, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent from the Lessor, the land now owned by Lessor and described in "Exhibit A" attached hereto and by this reference made a part hereof, together with the improvements located thereon which include a building containing approximately 6,000 square feet (hereinafter the "Premises" or "Building").

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be one (1) year commencing on April 1, 2020, and ending at midnight, March 31, 2021. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. **RENT:** The rent for the first year of the initial term of this lease shall be TWENTY FIVE THOUSAND FORTY DOLLARS AND FORTY CENTS (\$25,040.40). The rent shall be paid monthly, in advance, on the first day of the month in the amount of \$2,086.70 per month, in addition to all applicable sales tax. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional one (1) year terms, on like terms and conditions, with the rent adjusted as follows:

Term	Annual Rent	Monthly Rent
First Extended Term From April 1, 2021, through March 31, 2022	\$25,791.60	\$2,149.30
Second Extended Term from April 1, 2022 through March 31, 2023	\$26,565.36	\$2,213.78
Third Extended Term from April 1, 2023 through March 31, 2024	\$27,362.28	\$2,280.19

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

Fourth Extended Term from
April 1, 2024 through
March 31, 2025

\$28,183.20

\$2,348.60

and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.

5. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

City Manager,
City of Lake City
205 North Maron Avenue
Lake City, Florida 32055

With a copy to:

City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

To Lessee:

Larry E. Perry, Jr.
President
Capital Metal Supply, Inc.
796 SE County Road 252
Lake City, Florida 32025

6. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

7. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities. The Lessee shall not use or permit the

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

8. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

9. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

10. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.

11. **IMPROVEMENTS OF PREMISES UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the Airport and industrial parks of the Airport and all publicly owned facilities of the Airport; and take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the Airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.

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Existing Bldg Lease

Lessor Initials: _____

13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

14. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Building located on the Premises except the roof.

Lessor, at its own cost and expense, shall keep, maintain, and repair the roof of the Building leased. In the event of an event necessitating repairs to the roof Lessee shall promptly give Lessor written notice of the need for repairs.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises and Building located on the Premises. Further, Lessee agrees that the interests, in the Premises and Building located on the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

15. **INSURANCE AND BUILDING:**

(a) Lessee shall carry public liability and property damage insurance policies with respect to the Premises and Building. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,00,00.00 for injury or death to any one person and \$2,000,000.00 for any one accident and \$1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.

(b) If the Building located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this Lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to the Building occurs during the final twelve (12) months of the then current term, Lessor may terminate this Lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of the Lease.

(c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials

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and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION:**

(a) This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

(b) This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

18. **REAL PROPERTY TAXES AND ASSESSMENTS:** Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this Lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.

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19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No

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Existing Bldg Lease

Lessor Initials: _____

retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

24. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

25. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

26. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Lake City Gateway Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Lake City Gateway Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

27. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

28. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

29. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

30. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

31. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.

32. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

33. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

34. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

considered at a public meeting and approved by majority vote of the City of Lake City Council.

35. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of March, 2020.

**LESSOR:
CITY OF LAKE CITY, FLORIDA**

Witness Signature

By: _____
Stephen M. Witt, Mayor

Witness Name Printed

ATTEST:

Witness Signature

By: _____
Audrey E. Sikes, City Clerk

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2020 by Stephen M. Witt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City of Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

(Signature of Lessee on following page)

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

LESSEE:
CAPITAL METAL SUPPLY, INC.

By: _____
Larry E. Perry, Jr., President

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by Larry E. Perry, Jr., President, on behalf of the Capital Metal Supply, Inc., who is personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

Lessee Initials: _____
Existing Bldg Lease

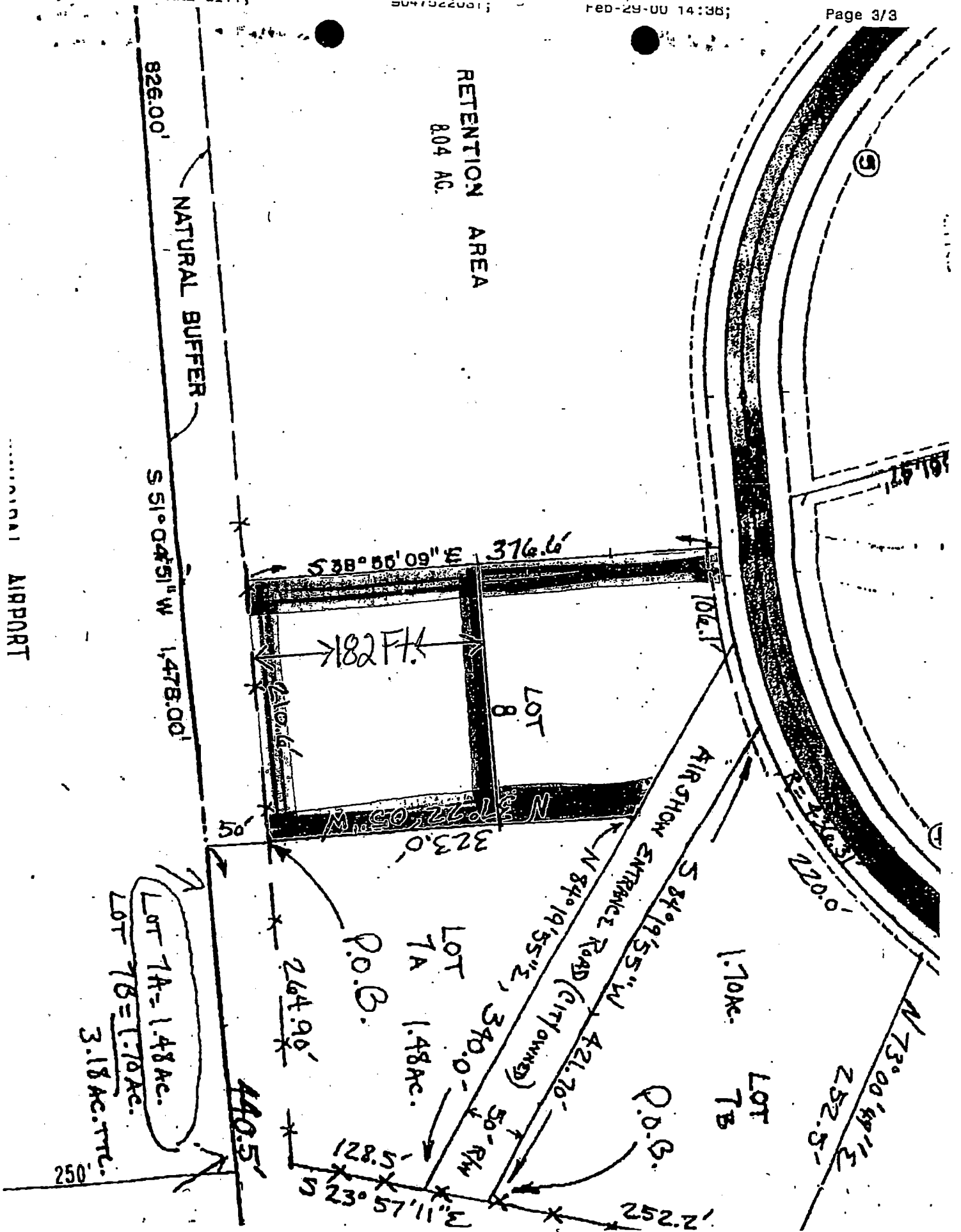
Lessor Initials: _____

EXHIBIT "A"

LEGAL DESCRIPTION

The Western 1/2 (approximate) of Lot 8 of the Lake City Gateway Airport Industrial Park, as highlighted in yellow color on sketch attached hereto, upon which is located a building containing 6,000 square feet.

TOGETHER WITH a non-exclusive easement and right-of-way over and across paved roads extending from Circle Drive to Lot 8 as highlighted in yellow color on the attached sketch.



... ORIGINAL AIRPORT

Return to:
City of Lake City
Attn: Procurement Director
205 North Marion Avenue
Lake City, FL 32055

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of March, 2020, by and between the City of Lake City, Florida, (the "Lessor" or "City"), and Capital Metal Supply, Inc. (the "Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Land and Existing Building Lease Agreement Between the City of Lake City, Florida and Capital Metal Supply, Inc.* dated April 1, 2020, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property and building described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in "Exhibit A" attached hereto and by this reference made a part hereof, together with the improvements located thereon which include a building containing approximately 6,000 square feet.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one (1) year, beginning on April 1, 2020, and ending at midnight on March 31, 2021. The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional one (1) year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this document this ____ day of March, 2020.

**LESSOR:
CITY OF LAKE CITY, FLORIDA**

Witness Signature

By: _____
Stephen M. Witt, Mayor

Witness Name Printed

ATTEST:

Witness Signature

By: _____
Audrey E. Sikes, City Clerk

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2020 by Stephen M. Witt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

[Signature of Lessee on the following page]

LESSEE:
CAPITAL METAL SUPPLY, INC.

By: _____
Larry E. Perry, Jr., President

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by Larry E. Perry Jr., President, on behalf of the Capital Metal Supply, Inc., who is personally known to me or produced _____ as identification.

Notary Public - Signature

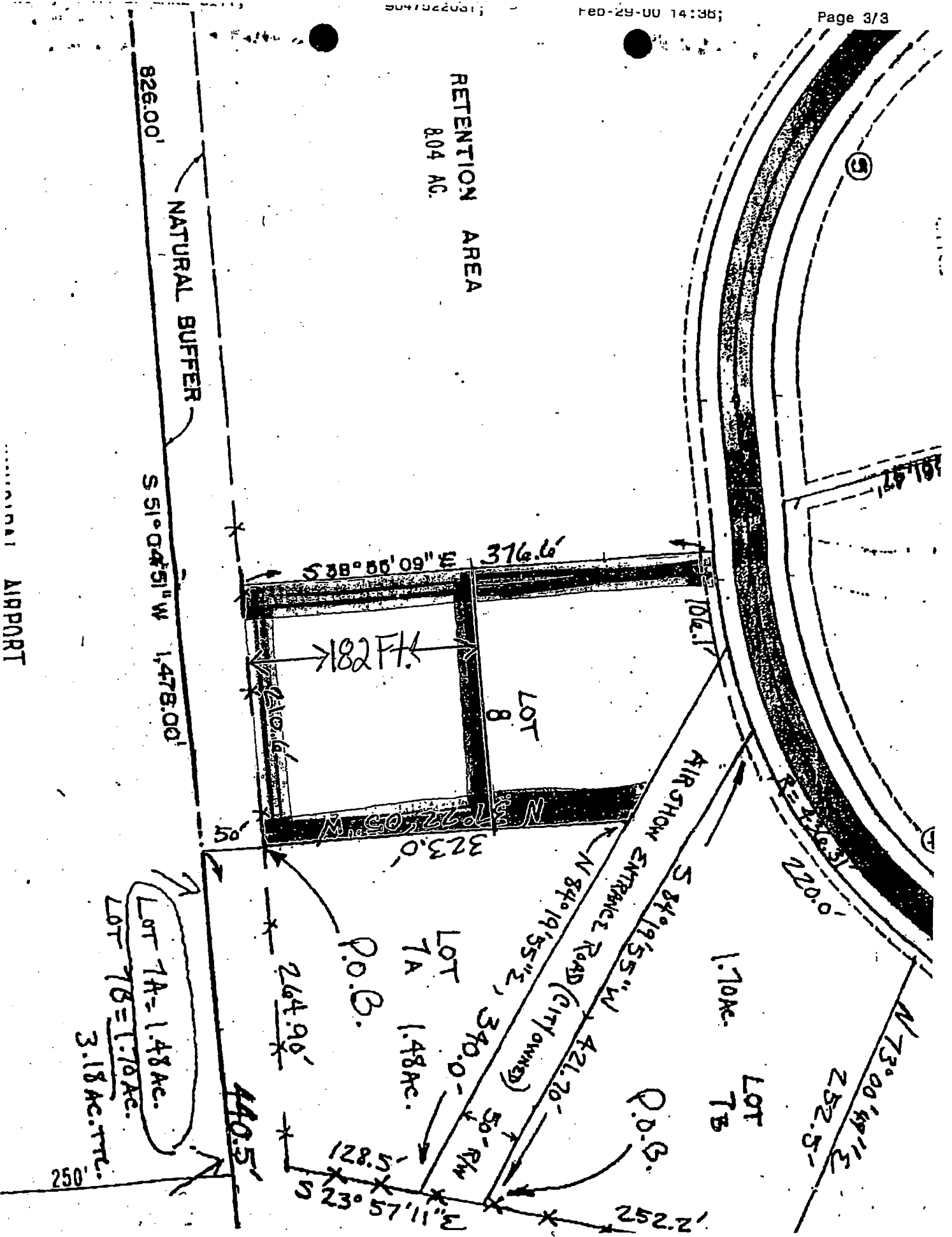
Notary Name - Printed

EXHIBIT "A"

LEGAL DESCRIPTION

The Western 1/2 (approximate) of Lot 8 of the Lake City Gateway Airport Industrial Park, as highlighted in yellow color on sketch attached hereto, upon which is located a building containing 6,000 square feet.

TOGETHER WITH a non-exclusive easement and right-of-way over and across paved roads extending from Circle Drive to Lot 8 as highlighted in yellow color on the attached sketch.



826.00'
NATURAL BUFFER

RETENTION AREA
804 AC.

S 51° 04' 51" W 1,478.00'

S 38° 55' 09" E 376.6'

182 FT

LOT 8

AIRSHOW ENTRANCE ROAD

N 84° 19' 55" E, 340.0'

S 84° 19' 55" W 421.70'

LOT 7B
1.70 AC.

P.O.B.

LOT 7A
1.48 AC.

P.O.B.

LOT 7A = 1.48 AC.
LOT 7B = 1.70 AC.
LOT 7C = 3.18 AC. TOTAL

264.96'

440.5'

N 73° 00' 49" E
252.5'

252.2'

AIRPORT

Meeting Date
March 2, 2020

City of Lake City Report to Council

AGENDA	
Section	9
Item No.	B7

Resolution No. 2020-024

SUBJECT: New Lease Agreement for Tubular Building Systems, LLC.

DEPT. / OFFICE:
Gateway Airport

Originator: Roland C. Luster		
City Manager Joseph Helfenberger <i>Joseph Helfenberger</i>	Department Director Roland C. Luster	Date February 10, 2020.
Recommended Action: Approve City Staff recommendation to go forward with a new lease agreement between the City of Lake City and Tubular Building Systems, LLC.		
Summary Explanation & Background: The current lease agreement between the City and Tubular Building Systems, LLC. will expire on March 31, 2020 and they would like to enter into another lease agreement with City. The new lease with for one (1) year with four (4) one extension options. Each one-year extension options will have a 3% per year increase in it. The amounts of these yearly increases are listed as part of the new lease.		
Alternatives: None recommended		
Source of Funds: N/A		
Financial Impact: An increase in annual funds for the airport.		
Exhibits Attached: None		

CITY COUNCIL RESOLUTION NO. 2020-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A LEASE AGREEMENT WITH TUBULAR BUILDING SYSTEMS, LLC., A FLORIDA LIMITED LIABILITY COMPANY, LEASING PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT AND AUTHORIZING EXECUTION OF THE LEASE.

WHEREAS, Tubular Building Systems, LLC. (“Tubular”) desires to lease from the City of Lake City, Florida (“City”) space at the Lake City Gateway Airport Industrial Park (the “Park”) and the City is willing to lease space in the Park to Tubular in accordance with the terms and conditions of the *Land and Existing Building Lease Agreement Between the City of Lake City, Florida and Tubular Building Systems, LLC* (the “Lease”), a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, the terms and conditions of the Lease are acceptable to the City Council.

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 hereby made a part of this resolution.

Section 2. The City is hereby authorized to lease to Tubular the real property located in the Park as described therein and in accordance with the terms and conditions of the Lease.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Lease in the name 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 Tubular 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 on this ____ day of March, 2020.

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

Return to:
City of Lake City
Attn: Procurement Director
205 North Marion Avenue
Lake City, FL 32055

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of March, 2020, by and between the City of Lake City, Florida, (the "Lessor" or "City"), and Tubular Building Systems, LLC (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Land and Existing Building Lease Agreement Between the City of Lake City, Florida and Tubular Building Systems, LLC* dated April 1, 2020, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property and building described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in "Exhibit A" attached hereto and by this reference made a part hereof, together with the improvements located thereon which include a building containing approximately 7,500 square feet.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for one (1) year, beginning on April 1, 2020, and ending at midnight on March 31, 2021. The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional one (1) year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this document this ___ day of March, 2020.

**LESSOR:
CITY OF LAKE CITY, FLORIDA**

Witness Signature

By: _____
Stephen M. Witt, Mayor

Witness Name Printed

ATTEST:

Witness Signature

By: _____
Audrey E. Sikes, City Clerk

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2020 by Stephen M. Witt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

[Signature of Lessee on the following page]

LESSEE:
TUBULAR BUILDING SYSTEMS, LLC

By: _____
Donald E. Little, Jr., Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by Donald E. Little, Jr., Manager, on behalf of the Tubular Building Systems, LLC., who is personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

EXHIBIT "A"

LEGAL DESCRIPTION

The Eastern 1/2 (approximate) of Lot 8 of the Lake City Gateway Airport Industrial Park, as highlighted in yellow color on sketch attached hereto, upon which is located a building containing 7,500 square feet.

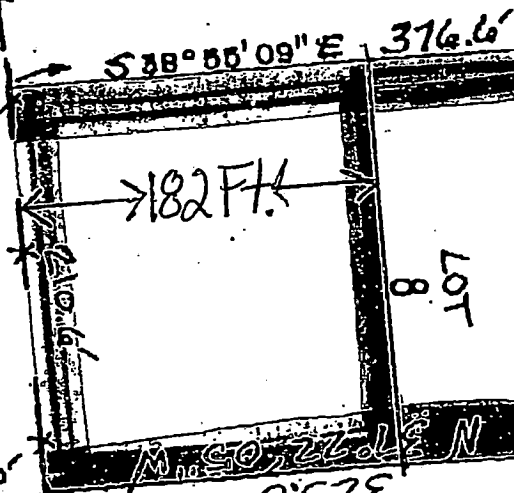
TOGETHER WITH a non-exclusive easement and right-of-way over and across paved roads extending from Circle Drive to Lot 8 as highlighted in yellow color on the attached sketch.

RETENTION AREA
804 AC.

826.00'
NATURAL BUFFER

S 51° 04' 51" W 1,478.00'

ORIGINAL AIRPORT



LOT 8

323.0'

P.O.B.

LOT 7A
1.48 AC.

264.90'

440.5'

LOT 7A = 1.48 AC.
LOT 7B = 1.70 AC.
3.18 AC. TOTAL

250

AIR SHOW ENTRANCE ROAD

N 84° 19' 55" E, 340.0'

P.O.B.

1.70 AC.

LOT 7B

220.0'

252.5'

181.47'

N 73° 00' 49" E
252.5'

5

4

**LAND AND EXISTING BUILDING LEASE AGREEMENT BETWEEN THE CITY OF
LAKE CITY, FLORIDA AND TUBULAR BUILDING SYSTEMS, LLC**

LESSOR:

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

LESSEE:

Tubular Building Systems, LLC
P.O. Box 2254
Lake City, FL 32056

WHEREAS, the City of Lake City, a Florida municipal corporation, (hereinafter the "Lessor" or "City"), acquired from the United States of America certain property, real and personal, by deeds dated August 29, 1949, and July 7, 1948, which is now known as the Lake City Gateway Airport (hereinafter the "Airport"); and

WHEREAS, the City established an industrial park located upon the Airport to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, TUBULAR BUILDING SYSTEMS, LLC, a Florida limited liability company (hereinafter the "Lessee"), has leased a certain parcel and commercial building at the Airport since 2015 and is desirous of continuing to lease the same parcel and commercial building as is hereinafter described for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities; and

NOW, THEREFORE, for and in consideration of the foregoing premises and other good and valuable considerations, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent from the Lessor, the land now owned by Lessor and described in "Exhibit A" attached hereto and by this reference made a part hereof, together with the improvements located thereon which include a building containing approximately 7,500 square feet (hereinafter the "Premises" or "Building").

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be one (1) year commencing on April 1, 2020, and ending at midnight, March 31, 2021. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. **RENT:** The rent for the first year of the initial term of this lease shall be THIRTY-ONE THOUSAND THREE HUNDRED DOLLARS AND SIXTY-EIGHT CENTS (\$31,300.68) The rent shall be paid monthly, in advance, on the first day of the month in the amount of \$2,608.39 per month, in addition to all applicable sales tax. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **OPTION TO EXTEND TERM OF LEASE:** Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for four (4) additional one (1) year terms, on like terms and conditions, with the rent adjusted as follows:

Term	Annual Rent	Monthly Rent
First Extended Term From April 1, 2021, though March 31, 2022	\$32,239.68	\$2,686.64
Second Extended Term from April 1, 2022 through March 31, 2023	\$33,206.88	\$2,767.24
Third Extended Term from April 1, 2023 through March 31, 2024	\$34,203.12	\$2,850.26

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

Fourth Extended Term from
April 1, 2024 through
March 31, 2025

\$35,229.24

\$2,935.77

and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.

5. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

City Manager,
City of Lake City
205 North Maron Avenue
Lake City, Florida 32055

With a copy to:

City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

To Lessee:

Donald E. Little, Jr.
Manager
Tubular Building Systems, LLC
P.O. Box 2254
Lake City, Florida 32056

6. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

7. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the purpose of operating a business including, but not limited to, constructing tubular steel metal building and other related activities. The Lessee shall not use or permit the

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Existing Bldg Lease

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Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

8. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

9. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

10. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.

11. **IMPROVEMENTS OF PREMISES UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.

12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the Airport and industrial parks of the Airport and all publicly owned facilities of the Airport; and take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the Airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.

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13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

14. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Building located on the Premises except the roof.

Lessor, at its own cost and expense, shall keep, maintain, and repair the roof of the Building leased. In the event of an event necessitating repairs to the roof Lessee shall promptly give Lessor written notice of the need for repairs.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises and Building located on the Premises. Further, Lessee agrees that the interests, in the Premises and Building located on the Premises, of the Lessor shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

15. **INSURANCE AND BUILDING:**

(a) Lessee shall carry public liability and property damage insurance policies with respect to the Premises and Building. Such policies shall name Lessor as an additional insured, and have limits of no less than \$1,00,00.00 for injury or death to any one person and \$2,000,000.00 for any one accident and \$1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.

(b) If the Building located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this Lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to the Building occurs during the final twelve (12) months of the then current term, Lessor may terminate this Lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If Lessor exercises such option, the rent shall abate for the remainder of the term of the Lease.

(c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials

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and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION:**

(a) This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

(b) This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

18. **REAL PROPERTY TAXES AND ASSESSMENTS:** Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this Lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.

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19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.

20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No

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retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.

23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.

24. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

25. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

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26. **PART OF MUNICIPAL AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Lake City Gateway Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Lake City Gateway Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.

27. **NONDISCRIMINATION:** The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

28. **AIRPORT PROTECTION:** Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

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29. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

30. **HAZARDOUS MATERIALS:** The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any

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agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

31. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.

32. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

33. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

34. **ENTIRE AGREEMENT:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless

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considered at a public meeting and approved by majority vote of the City of Lake City Council.

35. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of March, 2020.

**LESSOR:
CITY OF LAKE CITY, FLORIDA**

Witness Signature

By: _____
Stephen M. Witt, Mayor

Witness Name Printed

ATTEST:

Witness Signature

By: _____
Audrey E. Sikes, City Clerk

Witness Name Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020 by Stephen M. Witt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City of Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

(Remainder of page intentionally left blank)

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Lessor Initials: _____

**LESSEE:
TUBULAR BUILDING SYSTEMS, LLC**

By: _____
Donald E. Little, Jr., Manager

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by Donald E. Little, Jr., Manager, on behalf of the Tubular Building Systems, LLC., who is personally known to me or produced _____ as identification.

Notary Public - Signature

Notary Name - Printed

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Lessor Initials: _____

EXHIBIT "A"

LEGAL DESCRIPTION

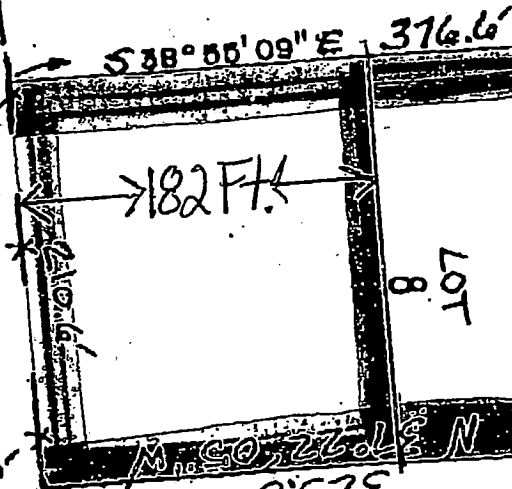
The Eastern 1/2 (approximate) of Lot 8 of the Lake City Gateway Airport Industrial Park, as highlighted in yellow color on sketch attached hereto, upon which is located a building containing 7,500 square feet.

TOGETHER WITH a non-exclusive easement and right-of-way over and across paved roads extending from Circle Drive to Lot 8 as highlighted in yellow color on the attached sketch.

RETENTION AREA
804 AC.

826.00'
NATURAL BUFFER

S 51° 04' 51" W 1,478.00'



LOT 8

AIRSHOW ENTRANCE ROAD (CITY OWNED)

S 84° 19' 55" W 421.70'

1.70 AC.

LOT 7B

P.O.B.

LOT 7A = 1.48 AC.
 LOT 7B = 1.70 AC.
 3.18 AC. TOTAL

440.5'

250'

AIRPORT

5

181.47'

N 20° 0'

N 73° 00' 49" E
252.5'

128.5'-521'
23° 57' S
3,117.5'

FLK/bm
02/20/2020

CITY COUNCIL RESOLUTION NO. 2020-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT FOR COST SHARE ASSISTANCE WITH THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT TO RESTORE GWEN LAKE (PHASE TWO) TO A NATURAL CONDITION AND REIMBURSE THE CITY FOR COSTS ASSOCIATED WITH ENGINEERING AND CONSTRUCTION SERVICES UP TO AN AMOUNT OF \$220,000.00.

WHEREAS, the City of Lake City, Florida ("City") and the Suwannee River Water Management District ("District") desire to enhance the water supply, water quality, flood protection, and natural systems of Gwen Lake; and

WHEREAS, the City and District have reached an agreement concerning the restoration of Gwen Lake and have reduced said agreement to writing in a legally enforceable contract titled *Memorandum of Agreement for Cost Share Assistance* ("Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the City initially incurring the expenses associated with Phase 2 of the restoration of Gwen Lake and that certain expenses shall be subject to reimbursement, up to \$220,000.00, as provided for in the Agreement; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into the Agreement with the District upon the terms and conditions contained in 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 execute and enter into the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is

authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission and additions made by the City Manager and City Attorney. Execution by the Mayor and the District shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED by the City Council on the ____ day of March, 2020.

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 AGREEMENT
FOR
COST SHARE ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the **City of Lake City**, a political subdivision of the State of Florida, whose address is **205 N Marion Street, Lake City, Florida, 32055** (hereinafter the "COOPERATOR"), is entered into this _____ day of _____, 2020

WITNESSETH:

WHEREAS, COOPERATOR and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the COOPERATOR has identified to the DISTRICT a certain project that the COOPERATOR wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the COOPERATOR requires the financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The COOPERATOR has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems. The DISTRICT agrees to assist the COOPERATOR in completing the PROJECT by partially funding the cost of the PROJECT.

5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".
6. The DISTRICT's obligation to fund the PROJECT is contingent on the COOPERATOR accomplishing certain things and meeting certain goals, to the satisfaction of the DISTRICT including preparing plans, obtaining permits, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in exhibits.
7. The terms under which the DISTRICT will be obligated to pay its share of the funding of the PROJECT, including, inspections, deliverables, milestones, retainage, when the COOPERATOR may send invoices, etc. is shown in Exhibit "C" and "C-1".
8. Upon the DISTRICT's payment of funds as set out herein the COOPERATOR will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

9. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The COOPERATOR's Project Manager shall have the authority to interpret this AGREEMENT for the COOPERATOR and act to give all approvals for the COOPERATOR.

<u>DISTRICT Project Manager</u>	<u>COOPERATOR Project Manager</u>
Kris Eskelin	Thomas Henry
Senior Project Manager	Director of Public Works
9225 CR 49	205 N Marion Street
Live Oak, Florida 32060	Lake City, Florida 32055
386.362.0446	386.758.5400
Kristine.Eskelin@srwmd.org	henryt@lcfla.com

10. The COOPERATOR shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
11. The COOPERATOR shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.

12. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
13. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.
14. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not perform WORK as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017 F.S. for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR warrants that it has not been placed on the convicted vendor list for a public entity crime.
15. **Scrutinized Company:** Section 287.135, Florida Statutes, states "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
 - a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria."

IN WITNESS WHEREOF, COOPERATOR and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the COOPERATOR on _____, 2020

By: _____

Print Name: Joe Helfenberger

As its City Manager

EXECUTED by the DISTRICT on _____, 2020.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

Hugh Thomas

As its Executive Director

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Gwen Lake Phase 2

Project Description:

The intent of the PROJECT is to address stormwater, erosion and sedimentation concerns that impair the water quality and water storage capacity of Gwen Lake and adjacent waterways. Phase 2 consists of constructing a large drop structure behind the Parkview Baptist Church stormwater retention pond, re-grading the drainage conveyance to a 2:1 slope and installing bank and channel stabilization to slow the velocity of the water and reduce the existing severe erosion and sedimentation. A large portion of the northwest Lake City urban area drains to Gwen Lake, mostly through the open ditch behind the Church and residences. The sedimentation from the ditch erosion has filled in Gwen Lake diminishing the water quality of Gwen Lake and adjacent water bodies. This reduces the storage capacity of Gwen Lake and contributes to flooding. Future phases will allow the City to excavate Gwen Lake and restore it to natural elevations.

The PROJECT will include surveying, design, permitting, and the construction of the bank stabilization using gabion mattress and the clearing and regrading of the bank slopes.

All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided herein.

Scope of Work:

The COOPERATOR will procure a Florida-licensed Professional Engineer to

1. Provide surveys,
2. Permitted construction documents,
3. Construction administration
4. Signed and sealed as-built certification

The COOPERATOR will procure a Florida-licensed contractor to

1. Install the gabion baskets

The COOPERATOR will use City crews to

1. Clear and Grub
2. Regrade the slopes
3. Measure and report the sediment removed from the sediment basin before and after the construction of Phase 2

Pre-Construction Deliverables: Specifically, before construction commences, the COOPERATOR shall provide:

1. Invitation to District Staff to a project kickoff meeting
2. Report the measurement of sediment removed prior to construction of Phase 2.
3. Detailed bid and construction schedule of project
4. Copies of bid tabs

5. Copies of all signed and sealed design plans, calculations, and issued permits
6. Copy of signed and sealed survey(s)
7. Updated cost estimate and budget breakdown (prior to construction)
8. Pre-construction photos

Once all pre-construction deliverables have been received and reviewed, the DISTRICT will provide written acceptance to the COOPERATOR.

Construction and Post-Construction Deliverables:

1. Invitation to District Staff to all project progress meetings
2. Invitation to District Staff to final construction inspection meeting on site
3. Construction photos reflecting work as shown on invoice submittals
4. Post-construction/project completion photos
5. Report of the measurement of sediment removed after construction of Phase 2
6. As built documents as applicable
7. Notification when construction has reached substantial completion
8. Final project summary report – list accomplishments, monitoring results, benefit summary
9. Documentation of Match amount as shown in Exhibit B

**EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN**

Project Name: Gwen Lake Phase 2

Item	SRWMD Funds	Match Funds	In-kind Funds	Total
Task 1:Engineering, Design, Permitting and Surveying Services		\$42,000		\$42,000
Construction Services				
Task 2: Clearing and Grubbing			\$25,000	\$25,000
Task 3 Control Structure	\$40,000			\$40,000
Bank Stabilization				
Task 4 Re-grade slope			\$8,000	\$8,000
Task 5 Gabion Mattress	\$180,000			
TOTAL PROJECT COSTS	\$220,000	\$42,000	\$33,000	\$295,000

The DISTRICT reimbursable amount is not to exceed: \$220,000.00

The COOPERATOR's total match amount: \$75,000.00

*The COOPERATOR shall provide any and all other costs which could exceed the total District Reimbursable Amount above to complete the project. If the cost of the project is less than the original estimated \$295,000 then the costs will be split evenly between each party.

EXHIBIT C
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Gwen Lake Phase 2

COST SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the COOPERATOR the maximum cost share reimbursement set out in Exhibit "B". Provided, that for the COOPERATOR to be entitled to such reimbursement, the COOPERATOR shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the improvements within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a quarterly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the COOPERATOR hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Live Oak, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. All installations and/or retrofits to be completed in 18 months or 545 Calendar days from the execution of this AGREEMENT.
4. Upon completion of construction, provide to the DISTRICT a letter certifying that the project improvements as described in Exhibit "A" have been installed in compliance with vendor specifications and according to plans and per any required permits or approvals.

At all times during this contract term, the DISTRICT, through its staff and agents shall have the right to, from time to time, enter the applicable real property and inspect the improvements in a reasonable manner and at reasonable times with prior notification to document compliance with this contract.

Upon receipt of an invoice from the COOPERATOR, DISTRICT staff shall have the right to visit the site to verify the purchase of materials and installation as described in Exhibits "A" and "B".

Reimbursement: All labor, materials and equipment costs shall be initially born by the COOPERATOR subject to reimbursement as provided below.

The District shall process reimbursement of the COOPERATOR'S expenses upon receipt of detailed invoices. Documentation must include the RIVER Reimbursement Form attached (C-1, electronic copy of form in Excel will be emailed to cooperator) to the agreement below,

deliverables, copies of supporting invoices, purchase orders, and COOPERATORS canceled checks associated with the invoiced items. The District reimbursement shall not exceed the reimbursable amount shown on Exhibit B.

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the COOPERATOR's invoice and information as specified in this AGREEMENT.

ATTACHMENT C-1

SRWMD RIVER REIMBURSEMENT REQUEST SUMMARY FORM

Agreement No. : _____ Request No: _____ Request Date: _____

Cooperator:
(Name & Mailing Address)

Cooperator's Project Manager

Amount(s) Requested: \$ _____ (do not enter data in shaded cells, they will auto fill)

COST SHARE EXPENDITURES SUMMARY SECTION

AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1: Engineering, Design, Permit, Survey				\$ -	\$ -
Task 2: Clearing and grubbing				\$ -	\$ -
Task 3: Control structure	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Regrade slopes				\$ -	\$ -
Task 5: Gabion mattress	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET (ALL TASKS)	\$ -			\$ -	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$ -			\$ -	
TOTAL REMAINING (ALL TASKS)	\$ -			\$ -	

COOPERATOR CERTIFICATION

Complete COOPERATORS' Certification of Payment Request below:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Lake City, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

Signature _____

Date _____

Printed Name _____

An electronic file of Exhibit C-1 will be transmitted to the COOPERATOR.

MEMORANDUM

Date: February 27, 2020
To: City Council Members
From: Joe Helfenberger, City Manager
Re: Sally Mae Jerry Park Improvements



City staff have been planning to do capital improvements to the Sally Mae Jerry Park. Funding has been an issue. Fortunately, this park is located in the CRA District. Currently, the balance of the CRA funds is \$403,000. There is a request for further improvements to Wilson Park that is estimated at about \$100,000, leaving a balance roughly of \$300,000 of money left in the CRA after all current financial commitments are paid.

I am proposing that the City Council approve the city to acquire the lot adjoining Sally Mae Jerry Park and use it for parking. Currently, there is no off-street parking and no parking allowed on the street. The lot would provide much needed parking. I have asked that the Special Magistrate consider foreclosing on this property, which is set to go for Sheriff's sale on March 12, 2020. There is a structure on the property that the Public Works Department would be able to remove. If we plant tough grass on the lot, there is no requirement for a detention pond.

The City was recently cited for code violations at Sally Mae Jerry Park for the dilapidated fencing and unsafe trees. I would propose that the City staff remove the existing fencing and unsafe trees. I would like to get quotes for a wrought iron fence. I would also propose removing the buildings and oversized concrete picnic tables. I would further propose asking FPL to install three light poles similar to those in Wilson Park. I would also get quotes for standard metal picnic tables with canopy tops and a small swing set. A park sign and a one-room uni-sex bathroom would complete the park and standardize it to match other city parks.

If you approve the property acquisition and removal of the fencing and trees, then I would get quotes on the rest of the improvements and bring them to the CRA for consideration. I am proposing that all approved costs be covered from CRA funds.