
**AGENDA
CITY OF LAKE CITY
Special City Council Meeting
January 13, 2020
7:00 P. M. at City Hall**

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

1. ROLL CALL

2. PROCLAMATIONS

None

3. MINUTES

- A. Council Workshop-December 16, 2019
- B. Regular Session-December 16, 2019

4. APPROVAL OF AGENDA

5. PRESENTATIONS

None

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. Approval to accept Duval Asphalt of Jacksonville, Florida as the high bidder for ITB-005-2020 Sale and removal of approximately 750 to 800

truckloads of asphalt milling located at the Lake City Gateway Airport for a total bid of \$100,000.00 plus 7% sales tax.

- B. Approval to purchase the CUES retrofit in the amount of \$154,485.00 for the City's existing 11-year-old CUES camera truck as a sole source. This is a budgeted item and no responses were received to the requirements in RFI-006-2020 Notice of Intent to Sole Source.
- C. Approval to begin negotiations with Gray-Robinson Attorneys at Law (RFP-004-2020) for Ms. Marchman as Code Enforcement Special Magistrate.

8. OLD BUSINESS

None

9. NEW BUSINESS

A. RESOLUTIONS:

- 1. City Council Resolution No. 2020-001, if adopted, will authorize the acceptance of a utility easement from Charles D. Roberts and Tina C. Roberts to enable future utility system improvements and routine operation and maintenance.
- 2. City Council Resolution No. 2020-002, if adopted, will reappoint Willard Baughn to serve as a member on the Planning and Zoning Board and the Board of Adjustment.
- 3. City Council Resolution No. 2020-003, if adopted, will reappoint Daniel Adel to serve as a member on the Planning and Zoning Board and the Board of Adjustment.
- 4. City Council Resolution No. 2020-005, if adopted, will accept a Warranty Deed from Cameron E. Bunting, Jr. to alleviate drainage issues at the neighboring body of water named Gwen Lake.
- 5. City Council Resolution No. 2020-006, if adopted, will authorize the acceptance of a Settlement Agreement and Full and Final Release regarding a post-employment dispute between the City of Lake City, Florida, and Mario A. Coppock.
- 6. City Council Resolution No. 2020-007, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Learning for Life, a foreign corporation, which operates and maintains the program known as Exploring Youth Protection Training.

7. City Council Resolution No. 2020-008, if adopted, will authorize the City by and through its Police Department to enter into a Third Judicial Circuit Mutual Aid Agreement between Municipalities and Sheriffs of Counties located in the Third Judicial Circuit.

8. City Council Resolution No. 2020-009, if adopted, will authorize the execution of a Trial Agreement with Axon Enterprise, Inc. and the City, through the Lake City Police Department, to evaluate equipment provided by Axon Enterprise, Inc., for a thirty (30) day trial and loan period, free of charge.

B. Discussion and Possible Action: City to host the NEFL Dinner Meeting in December 2020 (Mayor Witt)

C. Discussion and Possible Action: Charter Review (Mayor Witt)

D. Discussion and Possible Action: Referendum Educational Campaign (Mayor Witt)

E. Discussion and Possible Action: Affordable Housing Memorandum (Joe Helfenberger)

10. DEPARTMENTAL ADMINISTRATION

None

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.

Upcoming Dates of Interest

Monday, January 20 *All City Offices Closed for Martin Luther King Holiday*

Tuesday, January 21 No City Council Meeting

Saturday, February 1 City Clean-Up Day from 9:00 a.m. until noon

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on December 16, 2019 beginning at 5:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida.

PRESENT:

Mayor/Councilman
City Council

Stephen M. Witt
Chris Greene
Jake Hill, Jr. - tardy
Eugene Jefferson
Melinda Moses
Frederick Koberlein, Jr.
Joseph Helfenberger
Argatha Gilmore
Audrey E. Sikes

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

1. CALL TO ORDER

Mayor Witt called the meeting to order at 5:00 p.m.

2. ROLL CALL

Attendance is indicated above.

3. DISCUSS AFFORDABLE HOUSING

Mr. Helfenberger reported staff looked at approximately fourteen (14) properties for affordable housing and narrowed it down to six (6) lots. Growth Management Director Dave Young provided members with a packet containing an Affordable Housing Outline and printouts from the Columbia County Property Appraiser Website regarding the eligible properties. Mr. Young stated the processes identified on the guideline are in compliance with Florida Statute.

Members discussed three difference options.

Mr. Greene is in favor of Option 3, selling the properties with restrictions due to the limited number of properties and is in favor of keeping all five options open for future eligible properties. Mayor Witt concurred.

Mr. Helfenberger will place this item on the January 13, 2020 agenda.

4. PUBLIC COMMENTS

Sylvester Warren, 832 NE Richardson, Lake City, FL, stated he was willing to apply for a 1/2 million dollar P3 (Public Private Partnership) agreement for affordable housing. Mr. Warren expressed concern with the City's ability to sell these properties due to their location. Prior to obtaining a P3 agreement for the members to consider, Mr. Warren requested a verbal guarantee to recover the \$2,500 cost to prepare the agreement should the City decide not to partner with him on affordable housing. Mayor Witt stated the City was unable to guarantee the cost recovery.

Vanessa George, 930 NE Joe Coney, Lake City, FL, expressed concern with bidding these lots out and stated developers are out to make money and would be unwilling to bid on these lots due to their location.

Sandra Smith, 350 SW Saint Johns St, Lake City, FL, discussed the Salary statistics for qualifying for affordable housing and stated less than 20 percent of the County's 300 plus employees qualify.

Mr. Young stated the U.S. Census for Columbia County is what must be used to determine the median income level for affordable housing.

Glenel Bowden, 1156 NE Bascom Norris Dr., Lake City, FL, expressed concern with the salary identified for qualifying for affordable housing in Columbia County. State the City needs to come up with a strategy to better serve the residents for affordable housing.

4. ADJOURNMENT

All matters having been handled, the meeting adjourned at 5:51 PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey E. Sikes, MMC City Clerk

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on December 16, 2019 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Chris Greene

1. ROLL CALL

Mayor/Council Member
Vice Mayor/Council Member
City Council

Stephen M. Witt
Eugene Jefferson
Chris Greene-Absent
Jake Hill, Jr.
Melinda Moses
Frederick Koberlein, Jr.
Joseph Helfenberger
Chief Argatha Gilmore
Audrey E. Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

2. PROCLAMATIONS

None

3. MINUTES

None

4. APPROVAL OF AGENDA

Ms. Moses made a motion to approve the agenda as amended as follows: Item 7C (Consent Agenda Item – approval to begin negotiations with Grey-Robinson Attorneys at Law (RFP-004-2020) for Ms. Marchman as Code Enforcement Special Magistrate), was pulled from Consent Agenda for discussion; Item 9B11 (City Council Resolution No. 2019-157) removed from the agenda; Item 9B12 added to the agenda (Emergency Purchase – St. Margarets Waste Water Treatment Plant Repairs). Mr. Hill seconded the motion. The motion carried unanimously on a voice vote.

* At this time Mayor Witt moved to item 7 (Consent Agenda).

7. APPROVAL OF CONSENT AGENDA

- A. Approval to begin negotiations with the top ranked firm Wetland Solutions, Inc., RFQ-002-2020 Professional Services for the Ichetucknee Water Quality and Quality Enhancement Project, to perform engineering services related to the \$1.8 million grant improvement project to the City's Treatment Wetlands.
- B. Permit application from the Northeast Florida Leadership Council to hold the Martin Luther King, Jr. Parade on Monday, January 20, 2020 from 10:00 a.m. until 12:30 p.m. All supporting documents including certificate of insurance have been provided. In case of inclement weather, the parade will be held on Saturday, January 25, 2020.

- C. Approval to begin negotiations with Gray-Robinson Attorneys at Law (RFP-004-2020) for Ms. Marchman as Code Enforcement Special Magistrate.

***Item C removed from consent agenda for discussion**

- D. Consider request for retirement and adoption of Police K9 "Memnoch" by his handler, Officer Marc Hardison.

Ms. Moses made a motion to approve the consent agenda consisting of items "A", "B", and "D" identified above. Mr. Greene seconded the motion. The motion carried unanimously on a voice vote.

Chief Gilmore made a presentation with K9 Officer Sgt. Milligan recognizing K9 Inca's retirement and with K9 Officer Hardison recognizing K9 Memnoch's retirement.

At this time Mayor Witt addressed Consent Agenda Item C for discussion.

- C. Approval to begin negotiations with Gray-Robinson Attorneys at Law (RFP-004-2020) for Ms. Marchman as Code Enforcement Special Magistrate

Stew Lilker, Ft. White, FL, addressed Council regarding the advertisement of RFP-004-2020.

No motions were made regarding Consent Agenda Item C, therefore Mayor Witt proceeded to Agenda Item 5 Presentations.

5. PRESENTATIONS

- A. Mr. Jim Gollahon, Gollahon Financial Services, Inc.- Florida Sales Tax Revenue and Refunding Bond, Series 2019

Mr. Gollahon provided an update on key government Finance and proposals with Jolinda Herring.

Note: City Council Resolution No. 2019-156 will be presented for Council consideration under New Business, Item B 1.

- B. Discussion and Possible Action: Mr. Zack Paulk representing the Richardson Community Center and Annie Mattox Park Board Members-Funding for the Youth Basketball Program

Mr. Paulk stated this is the 10-year anniversary for the Youth Basketball Program. Mr. Paulk reminded members the program did not request City funding in 2018 however the yearly recurring program cost is \$10,000. Mr. Paulk asked the Council to consider the program for annual funding in the budget.

Mr. Greene asked how many children participate with program and Mr. Paulk reported there are approximately 500 participants.

Members concurred to add this funding request to the January 13, 2020 Council Meeting.

- C. Mr. Jerry Pressley, Creative Outdoor Advertising-Park Benches

Mr. Presley provided a PowerPoint presentation for Council regarding Creative Outdoor Advertising outlining their mission and goals with the program.

6. PERSONS WISHING TO ADDRESS COUNCIL
None
7. APPROVAL OF CONSENT AGENDA
Please note agenda item 7 addressed earlier in the meeting.
8. OLD BUSINESS
A. ORDINANCES

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2019-2132. City Council Ordinance No. 2019-2132 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2019-2132, no one asked to be heard regarding City Council Ordinance No. 2019-2132, therefore Mayor Witt closed the public hearing.

1. Ordinance No. 2019-2132, (final reading), if adopted will amend Section 22-4 of Article I of Chapter 22 of the Code of the City of Lake City, relating to Buildings and Building Regulations as created by City Ordinance No. 2017-2094, as amended; providing for a Revised Schedule of Construction Permit Fees; providing for a Technology Fee; providing for a Schedule of Electric Permit Fees; providing for a Schedule of Commercial and Residential Plan Review Fees; providing for a Schedule of Research Fees; providing for severability; providing for the repeal of all ordinances in conflict; providing for codification; and providing an effective date.
Ms. Moses made a motion to adopt City Council Ordinance No. 2019-2132 on final reading, amending Section 22-4 of Article I of Chapter 22 of the Code of the City of Lake City, relating to Buildings and Building Regulations as created by City Ordinance No. 2017-2094, as amended; providing for a Revised Schedule of Construction Permit Fees; providing for a Technology Fee; providing for a Schedule of Electric Permit Fees; providing for a Schedule of Commercial and Residential Plan Review Fees; providing for a Schedule of Research Fees; providing for severability; providing for the repeal of all ordinances in conflict; providing for codification; and providing an effective date. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.

Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2019-2133. City Council Ordinance No. 2019-2133 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2019-2133.

Stew Lilker, Ft. White, FL, addressed Council regarding when the first reading of Ordinance 2019-2133 occurred.

Glenel Bowden, 1156 NE Bascom Norris, Lake City, FL addressed Council regarding when the first reading of Ordinance 2019-2133 occurred.

Mayor Witt asked if anyone else wanted to be heard regarding City Council Ordinance No. 2019-2133, no one additional asked to be heard regarding City Council Ordinance No. 2019-2133, therefore Mayor Witt closed the public hearing.

2. Ordinance No. 2019-2133, (final reading), if adopted, will establish procedures relating to access to and disclosures by public officials; providing for severability; providing for conflicts; providing for codification; and providing an effective date. **Ms. Moses made a motion to table City Council Ordinance No. 2019-2133 on final reading, amending Section 66-5 of the Code of the City of Lake City, by adding an additional exception which allows for firearm discharge while lawfully hunting waterfowl or alligator on Alligator Lake; providing for severability; and providing an effective date. Mr. Jefferson seconded the motion. The motion carried unanimously on a voice vote.**

Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

9. NEW BUSINESS

A. ORDINANCES

1. Ordinance No. 2019-2138 (first reading), if adopted, relates to the rezoning of less than ten contiguous acres of land from Commercial General (CG) to Commercial Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida. This property is owned by Linda F. Jones and Park T. Jones and is located at 1051 E. Duval Street. **Mr. Moses made a motion to adopt City Council Ordinance No. 2019-2138 on first reading, relating to the rezoning of less than ten contiguous acres of land from Commercial General (CG) to Commercial Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida. This property is owned by Linda F. Jones and Park T. Jones and is located at 1051 E. Duval Street. Mr. Greene seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Greene	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

B. RESOLUTIONS:

1. City Council Resolution No. 2019-156, if adopted, will authorize the issuance of its Sales Tax Revenue and Refunding Bond, Series 2019 in the principal amount of not to exceed \$9,500,000.00 to refund certain existing indebtedness which includes new borrowing of \$4,000,000.00 for a new City Hall and \$1,700,000.00 for a west side Fire Station. **Mr. Greene made a motion to adopt City Council Resolution No. 2019-156 authorizing the issuance of its Sales Tax Revenue and Refunding Bond, Series 2019 in the principal amount of not to exceed \$9,500,000.00 to refund certain existing indebtedness which includes new borrowing of \$4,000,000.00 for a new City Hall and \$1,700,000.00 for a west side Fire Station. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Greene	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Ms. Moses	Aye
Mayor Witt	Aye

2. City Council Resolution No. 2019-144, if adopted, will rescind City Council Resolution Number 2019-104 and authorize a revised Easement Deed to be conveyed to Florida Power & Light. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2019-144, rescinding City Council Resolution Number 2019-104 and authorizing a revised Easement Deed to be conveyed to Florida Power & Light. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Jefferson	Aye
Ms. Moses	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

3. City Council Resolution No. 2019-148, if adopted, will authorize Task Assignment Number One to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for the evaluation of various components and infrastructure at the St. Margarets Waste Water Treatment Facility for a total cost not-to-exceed \$25,500.00. **Mr. Greene made a motion to adopt City Council Resolution No. 2019-148 authorizing Task Assignment Number One to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for the evaluation of various components and infrastructure at the St. Margarets Waste Water Treatment Facility for a total cost not-to-exceed \$25,500.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Greene	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Ms. Moses	Aye
Mayor Witt	Aye

4. City Council Resolution No. 2019-149, if adopted, will authorize Task Assignment Number Eight to the continuing contract with Environmental Consulting & Technology, Inc., a Florida Corporation, for a modification of the City's Nutrient Management Plan at the Branford Road Biosolids Site to allow for silviculture activities for a cost not-to-exceed \$2,500.00. **Ms. Moses made a motion to adopt City Council Resolution No. 2019-149, authorizing Task Assignment Number Eight to the continuing contract with Environmental Consulting & Technology, Inc., a Florida Corporation, for a modification of the City's Nutrient Management Plan at the Branford Road Biosolids Site to allow for silviculture activities for a cost not-to-exceed \$2,500.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

5. City Council Resolution No. 2019-150, if adopted, will appoint members to serve on the various standing Advisory Committees of the City Council created by Ordinance No. 2011-2011. **Ms. Moses made a motion to adopt City Council Resolution No. 2019-150, appointing members to serve on the various standing Advisory Committees of the City Council created by Ordinance No. 2011-2011. Mr. Greene seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Greene	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

6. City Council Resolution No. 2019-151, if adopted, will authorize Task Assignment Number Two to the continuing contract with Jones Edmunds & Associates, Inc., a Florida Corporation, for an assessment of the City's water systems in accordance with the America's Water Infrastructure Act of 2018, to be completed within twelve (12) months, for a cost not-to-exceed \$70,215.00. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2019-151, authorizing Task Assignment Number Two to the continuing contract with Jones Edmunds & Associates, Inc., a Florida Corporation, for an assessment of the City's water systems in accordance with the America's Water Infrastructure Act of 2018, to be completed within twelve (12) months, for a cost not-to-exceed \$70,215.00. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Jefferson	Aye
Ms. Moses	Aye
Mr. Hill	Aye
Mr. Greene	Aye
Mayor Witt	Aye

7. City Council Resolution No. 2019-152, if adopted, will authorize Task Assignment Number Fourteen to the continuing contract with North Florida Professional Services, Inc., a Florida Corporation, for engineering services related to the construction of an amphitheater over Lake Desoto at Wilson Park, to be completed by March 15, 2020 for a price not-to-exceed \$130,800.00. **Ms. Moses made a motion to adopt City Council Resolution No. 2019-152, authorizing Task Assignment Number Fourteen to the continuing contract with North Florida Professional Services, Inc., a Florida Corporation, for engineering services related to the construction of an amphitheater over Lake Desoto at Wilson Park, to be completed by March 15, 2020 for a price not-to-exceed \$130,800.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Ms. Moses	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2019-153, if adopted, will authorize the City to enter into a Union Employment Agreement with the Florida State Lodge Fraternal Order of Police, Inc. **Mr. Greene made a motion to adopt City Council Resolution No. 2019-153, authorizing the City to enter into a Union Employment Agreement with the Florida State Lodge Fraternal Order of Police, Inc. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Greene	Aye
Mr. Jefferson	Aye
Ms. Moses	Aye
Mr. Hill	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2019-154, if adopted, will authorize the addition of the current Assistant City Manager as an authorized signator of all checks, vouchers, transfers or disbursements on all bank accounts of the City of Lake City, Florida. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2019-154, authorizing the addition of the current Assistant City Manager as an authorized signator of all checks, vouchers, transfers or disbursements on all bank accounts of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Jefferson	Aye
Mr. Hill	Aye
Ms. Moses	Aye
Mr. Greene	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2019-155, if adopted, will authorize the execution of an Agreement for Modification of a Lease between the City of Lake City, Florida and the State of Florida, Department of Agriculture and Consumer Services, entered into on March 20, 2008, and being effective January 1, 2008, and increasing the rental rate to \$2.70 per square foot for 1,399 of square feet of rental hangar space. **Mr. Greene made a motion to adopt City Council Resolution No. 2019-155, authorizing the execution of an Agreement for Modification of a Lease between the City of Lake City, Florida and the State of Florida, Department of Agriculture and Consumer Services, entered into on March 20, 2008, and being effective January 1, 2008, and increasing the rental rate to \$2.70 per square foot for 1,399 of square feet of rental hangar space. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

Mr. Greene	Aye
Mr. Hill	Aye
Mr. Jefferson	Aye
Ms. Moses	Aye
Mayor Witt	Aye

11. City Council Resolution No. 2019-157, if adopted, will authorize the expenditure of up to \$15,000.00 to the United Way of Suwannee Valley, Inc., a not-for-profit corporation, in conjunction with Columbia County, Florida and the Lake City Columbia County Chamber of Commerce for one-third of the costs incurred by the United Way of Suwannee Valley, Inc., for its performance of a Marketing Campaign to educate and inform the surrounding community on the subject of homelessness and its goal to raise additional funds to provide direct services to those experiencing homelessness.

***Item 9B11 was removed from agenda**

12. Emergency purchase for three 10" plug valves and valve insertion for repairs at St. Margaret's Waste Water Treatment Plant for \$30,000.

Waste Water Treatment Plant Director Cody Pridgeon explained the need for the emergency repair for the RAS pumps at the for the Saint Margarets facility.

Mr. Greene made a motion to approve the emergency purchase of three 10" plug valves and valve insertion labor for \$30,000 for the repairs to the RAS pumps at St. Margaret's Waste Water Treatment Plant. Ms. Moses seconded the motion.

Mr. Greene	Aye
Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Hill	Aye
Mayor Witt	Aye

C. Discussion and Possible Action: Referendum Election Public Awareness Campaign (Mayor Witt)

Mayor Witt would like the educational information to show the cost for each option for the public to be aware of what they are voting on.

Ms. Sikes stated she would work on obtaining that information and indicated the Supervisor of Elections equipment would be unavailable to the City due to the City and County being on the same election cycles.

Mr. Greene asked if we knew the amount it would cost to educate the public on the referendum and Ms. Moses inquired if the City would be seeking a vendor or handling this task in-house. Mr. Greene suggested utilizing a vendor to handle the education campaign for the referendum and asked Ms. Sikes to provide an amount.

Ms. Sikes reported there are no funds currently budgeted for education campaign and reminded this must be handled neutral and carefully.

Mr. Greene suggested for the Clerks Office to reach out to potential vendors to obtain costs and the City identify a funding source to conduct the education campaign for the referendum.

Ms. Sikes will research and report back to Council.

Glenel Bowden, 1156 NE Bascom Norris, Lake City, FL, addressed Council on the importance of educating citizens otherwise the citizens will vote no.

D. Discussion and Possible Action: Charter Review (Mayor Witt)

Mayor Witt went over a Charter Review outline provided by Ms. Sikes. Mayor Witt asked members to provide the name of their appointed person for the Charter Review Board before the next Council meeting.

E. Discussion and Possible Action: Regular Council Meeting dates that fall on a Holiday per the 2020 Holiday Schedule (Mayor Witt)

Note: Monday, February 17, for President's Day and Monday, September 7, for Labor Day are the remaining dates for 2020

Mr. Helfenberger asked Council to decide whether or not to revert to Tuesday upon a Monday holiday or an alternative meeting date. Members concurred to hold the meetings on the Monday following the meeting dates that fall on a holiday.

Ms. Sikes verified the following: Cancel the February 17, 2020 meeting and hold a Special Council Meeting on February 24, 2020 and cancel the September 7, 2020 meeting and hold a Special Council Meeting on September 14, 2020. Members concurred.

F. Appointment of Vice-Mayor for 2020 (Mayor Witt)

Mayor Witt appointed Council Member Melinda Moses to serve as Vice-Mayor for 2020. Members concurred with his appointment.

Note: Council Member Eugene Jefferson is currently serving as Vice-Mayor.

10. DEPARTMENTAL ADMINISTRATION

A. Lake City's partnership with CGI Communications, Inc.- letter dated December 4, 2019 (Joe Helfenberger)

Mr. Helfenberger stated CGI Communications, Inc. will film in Lake City on February 13th, 14th, and 15th, 2020. These videos will promote the City of Lake City and will be produced free of charge for the City.

11. COMMENTS BY COUNCIL MEMBERS

Mr. Greene stated City Council Ordinance No. 2019-2133 up for final reading tonight was read for 1st reading on November 4, 2019 and suggested to have the date of the Ordinance's first reading on the agenda when an Ordinance is up for final reading.

12. ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:36 p.m. on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey E. Sikes, MMC City Clerk

Meeting Date
January 13, 2020

City of Lake City Report to City Council

AGENDA	
Section	7
Item No.	A

SUBJECT: Surplus
Asphalt Milling for Sale

DEPT. / OFFICE:
Gateway Airport

Originator: Roland C. Luster		
City Manager Joe Helfenberger <i>Joe Helfenberger</i>	Department Director Roland C. Luster	Date 12/13/19
Recommended Action: City Staff recommendation is for the City of Lake City to approve the sale of approximately 700 to 750 truckloads of asphalt millings currently being stockpiled on the Lake City Gateway Airport from the rehabilitation of the Runway 10/28 project to Duval Asphalt of Jacksonville for \$100,000.00.		
Summary Explanation & Background: These asphalt millings being stockpiled on the airport from the Runway 10/28 rehab project were approved as surplus by the City Council and put out for public bids. The City received three bids on the asphalt millings, with Duval Asphalt being the high bidder at \$100,000.00, ITB-005-2020. All requirements listed in Lake City, Code of Ordinances, Section 2-183 have been met.		
Alternatives: None		
Source of Funds: Duval Asphalt, Jacksonville, FL		
Financial Impact: Will provide additional Airport revenue		
Exhibits Attached: Bid tabulation sheet ITB-005-2020		



ITB-005-2020

Opened 12/12/2019 @ 11:15 AM

Bidder:

Sale of Asphalt Millings - Airport

Duval Asphalt 7544 Phillips Highway Jacksonville, FL 32256 904-296-2020	Preferred Materials Inc. 11482 Columbia Park Drive W. Ste 3 Jacksonville, FL 32258 904-288-6300	Cushman's Custom Services Inc. 4632 West State Road 238 Lake Butler, FL 32054 386-623-0243
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ITEM 1: Sale and removal of approximately 750 to 800 truckloads (10 cubic yard each) of Asphalt Milling located on airport property at the Lake City Gateway Airport in Lake City, Florida.

\$	100,000.00	\$	82,152.00	\$	71,250.00
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Recommendation: Duval Asphalt

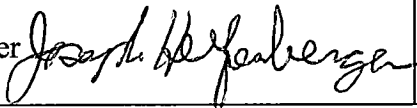
Meeting Date
January 13, 2020

City of Lake City Report to Council

AGENDA	
Section	7
Item No.	B

SUBJECT: Sole Source Purchase request for Cues Retrofit for Existing Camera Truck

DEPT. / OFFICE: Distribution and Collections

Originator: Karen Nelmes		
City Manager Joseph Helfenberger 	Department Director Brian Scott	Date December 27, 2019
Recommended Action: Give consent to purchase the Cues retrofit for the existing truck the City currently owns as a sole source purchase.		
Summary Explanation & Background: The 11-year-old Cues camera truck that the City owns needs upgrading to modern standards. The current electronics in this vehicle are now obsolete. The old mainline lateral, and grout equipment systems need to be replaced with new electronics and systems that will integrate with the software upgrades that were performed the last fiscal year. This retrofit will also include in-depth training for operations personnel to familiarize them with the new equipment. This intent to sole source was advertised for 7 days on Demandstar.com and Vendorregistry.com, requesting any vendor with the capability to provide the listed services and equipment respond to the requirements in RFI-006-2020. We received no responses.		
Alternatives: None recommended		
Source of Funds: Budget item listed in Capital Outlay Machinery & Equipment		
Financial Impact: \$154,485.00		
Exhibits Attached: RFI-006-2020 Notice of Intent to Sole Source and the Quote from Cues		



City of Lake City, Florida

**Notice of Intent to Award a Single/Sole Source Procurement
Cues Retrofit for Existing Equipment Camera Truck
RFI-006-2020**

Date 12/05/2019

Written Response Due: December 13, 2019

Time: 2:00 PM
Electronic Address: procurement@lcfla.com
Fax Number: 386-755-6112

This is not a Request for Proposals and there is no solicitation available. The proposed contract action is for product or services for which the City intends to award with only one source under the authority of and in accordance with Florida State Statute 287.057(3)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

The City of Lake City, Florida intends to award sole-source procurement for the **Upgrade of an existing 11 year old Cues Camera Truck** we upgrading the truck's CCTV to modern standards. The electronics in this vehicle are now obsolete. The old mainline lateral, and grout equipment systems will be replaced with new electronics and systems that will integrate with the software upgrades that were performed last fiscal year. The retrofit will also include in-depth field training for operations personnel to familiarize them with the new equipment. The City would contract this procurement with **Cues, Inc, located at 3600 Rio Vista Ave, Orlando, FL 32805.**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, email, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein and it will work with the existing equipment. All responses received within seven (7) business days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Department not to compete this proposed action based on the responses to this notice is solely within the discretion of the Procurement Department.

All responses must be in writing and returned to ATTN: Karen Nelmes, Procurement Department, City of Lake City, 205 N. Marion Ave., Lake City Florida, 32055 or by: Facsimile number (386) 755-6112, e-mail procurement@lcfla.com. Note the number of the Sole Source Information inquiry on documentation.

Specifications For: Lake City, FL

Lake City, FL-Summit LAMP P&T GNET Retro 11-14-19

131 LABOR

1 CABINTRY/MATERIALS

1 CUES EXCLUSIVE POWER BOOM CRANE WITH LED LIGHTING

Power actuated boom extends and retracts up to 24" at the touch of a button for precise deployment/retrieval placement of the transporter/camera, 750 lb. capacity, Yellow Retrieval Hook, 75' x 5/32" Cable Length, Floor Mounted, 12VDC, Push Button 4-Function Detachable 12' Pendant Control, Powder Coat Finish. High intensity LED lighting to help light up the manhole to assist in deployment/retrieval of the transporter/camera.

1 ELECTRIC REAR AWNING FOR PROTECTION FROM SUN AND RAIN

1 BACK-UP CAMERA SYSTEM [CHASSIS]

1 TOOL CHEST, MODULINE, 5 DRAWER

1 CAT-5 CONNECTION W/CABLE

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

- 1 20-Gallon Fresh Water Tank
- 1 Electric Water Pump
- 1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 NO CAMERA

1 NO TRANSPORTER

1 RETRO KIT FOR REEL CONTROLLER

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard
- 1 On Screen Footage Display

1 TEST CABLE

1 8.7" MINI KEYBOARD

- 1 **BRACKET, LOGITECH CONTROLLER, K2**

- 1 **WIRED USB CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

- 1 **WIRELESS CONTROLLER**
 - 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
 - 1 360 Degree Rotate
 - 1 330 Degree Optical Pan
 - 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
 - 1 Camera Lift Control for Optional Electronic Camera Lift
 - 1 All Other Controls for Camera to Include:
 - 1 Camera Iris and Focus Override & Zoom
 - 1 Camera Lights & Shutter Control for Light Enhancement
 - 1 Camera Diagnostics & Auto Home
 - 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
 - 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

- 1 **SOFTWARE,WINDOWS 10 PROFESSIONAL 64**

- 1 **24" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL**
 - 1 Flat Screen Monitor
 - 1 Cable Assembly - Video Monitor to Monitor in Control Room
 - 1 Electrical Outlet

- 2 **19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS**

- 1 **WIRELESS KEYBOARD AND MOUSE SET**

- 1 **HP OFFICEJET COLOR PRINTER**

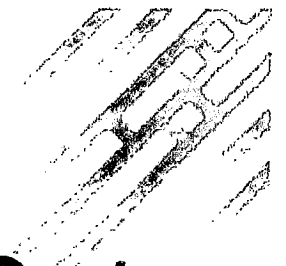
- 1 **SELF PROPELLED LATERAL INSPECTION / EVALUATION SYSTEM, WHEELED, FOR 6" - 30" MAINLINE AND 3" - 8" LATERAL INSPECTION, WITH LATERAL PAN & TILT CAMERA AND PAN AND TILT / ZOOM MAINLINE CAMERA, AND WIRELESS CONTROL TO INCLUDE:**
 - 1 Mainline Pan, Tilt, and Zoom Camera to Include:
 - 1 Mainline Solid State Color Sewer TV Camera with:
 - 1 Pan, Tilt & Rotate Camera Head
 - 1 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom, NTSC Color Standard
 - 1 360 Degree Range of Rotation, 270 Pan Viewing Angle, Panning 360 Degrees
 - 1 Auto Iris, Auto Focus, Manual Override of Focus and Iris
 - 1 Camera will also be Used for:
 - 1 Monitoring Lateral Pan & Tilt Camera During Extend / Retract Operation

- 1 Light Assembly, Pan & Tilt Zoom Camera, 6" - 72" lines
- 1 White LED Field Replaceable Lamps
- 1 Automatic Centering
- 1 Lateral Pan & Tilt Camera to Include:
 - 1 Solid State Color Sewer TV Camera with:
 - 1 Continuous 360 Degree Rotation, 360 Degree Pan, and 270 Degree Tilt
 - 1 Sonde, Built in, for Locating Purposes with:
 - 1 Switchable Frequencies, Choice of 8kHz and 512 Hz
 - 1 Purge and Pressurization Valve, for Lateral Pan & Tilt Camera
 - 1 Dual Wiper System Built Into Lateral Pan & Tilt Camera
 - 1 Built in Directional White LED Lighting for Lateral Pan Tilt Camera for:
 - 1 3" - 15" Line Illumination
 - 1 Powered Built in Self Leveling Feature, Manual Focus, and Auto Exposure
 - 3 Guide Probes of varying lengths for Lateral Pan & Tilt Camera
- 1 Lateral Launcher, for Lateral Pan and Tilt Camera to include:
 - 1 Self Propelled Launcher Robot with Freewheel, Forward, and Power Reverse
 - 1 Camera Head Mounting Assembly with Rotation Positioning, Articulating Hinge
 - 1 Push Cable Drive Assembly - Two-Speed Extend / Retract Camera Positioning
 - 1 Rear tip-up connector
 - 1 Interconnect Cable for Launcher to Push Cable
 - 1 Interconnect Cable for Control System to Power Control Unit
 - 1 Single-point quick wheel removal system
 - 1 6 each 3.5" diameter tires for 6" pipe
 - 1 6 each 4.375" diameter tires for 8" pipe
 - 1 6 each 5" diameter tires for 10"-15" pipe
 - 1 Pneumatic Tire Kit for 12" - 15" pipe
 - 1 Rear Housing Assembly to Add Optional Rear View Color Camera
- 1 Lateral Reel / Control Assembly / Wireless Controller
 - 1 Electric Reel with Slipping and Clutch for:
 - 1 Powered Retrieve of Push Cable
 - 1 Control System to Include Launcher / Self Propelled Robot Control with:
 - 1 Extend / Retract, Left / Right Rotation, Camera Selection
 - 1 Picture In Picture Selection / Cable Drive Speed
 - 1 1000 ft. Video Cable, 8 Conductor with Cable End Termination
 - 1 Controller with Forward, Freewheel, and Power Reverse / Variable Speed Control:
 - 1 Self-Propelled Launcher Robot
- 1 All Launcher, Camera, and Reel Functions Shall be Controlled by the Wireless Hand Held Summit System Controller
- 1 Rear- View Camera
 - 1 Color NTSC Camera
 - 1 Lightring with (12) Solid State White LEDs
- 1 QUICK CABLE LOCK PIGTAIL COUPLER KIT
- 1 120' PUSH CABLE FOR LATERAL INSPECTION SYSTEM
- 1 EXTENSION CBL,TRUCK LINE TRACER,50
- 1 RD7100DL LOCATOR
- 1 TX-5 TRANSMITTER

- 1 300' 1/2" AIR HOSE FOR CUTTER**
- 1 300' CAPACITY PORTABLE HOSE REEL CART**
- 1 LB PACK, 8" PIPE, 36" SLEEVE**
- 1 500' MULE TAPE**
- 1 RETRO HARDWARE KIT FOR SUMMIT**
- 1 TRAINING, ON-SITE (THREE DAYS) AFTER DELIVERY**
- 1 TRAINING, ON-SITE (THREE DAYS) WITHIN SIX MONTHS AFTER DELIVERY**
- 1 CUSTOMER DROP-OFF/PICK-UP OF COMPLETED UNIT IN ORLANDO, FL USA**



CUES



Retrofit Quote

Lake City, City of
 Brian Scott
 692 SW St. Margarets Street
 Lake City, FL 32055
 scottb@lcfla.com

Quote Date: November 18, 2019
 CUES Document Number: OFFQ25298-01
 Quote Expiration Date: December 31, 2019
 Prepared By: Chris Parker, Regional Sales Manager

Description

Control Room

- Remove Grout Instrument Panel
- Re-Work Desktop Area

Equipment Room

- Removal of All LAMP1 and Grout System Components
- 20 Gallon Washdown System
- 24" Monitor Mounted in Bulk Head Wall

Safety, Security, & Storage

- CUES Exclusive Power Boom Crane Assembly
- Rear Awning for Sun/Rain Protection
- Back-Up Camera System for Chassis
- Tool Chest, 5 Drawer Moduline

Core Camera System Components

- Summit System Upgrade
- Retrofit Kit for Reel Controller (Re-Use Existing Mainline Reel Assembly & Cable)
- Wireless & Wired Controllers for Summit System

Mainline Transporter & Mainline Camera

- No New Mainline Transporter or Mainline Camera, Re-Use Existing Unit

Lateral Launch System

- LAMP2 Full System
- Lateral Launch Transporter Assembly
- Multi-Frequency Locator with Line Tracing Kit

Computer & Inspection Software

- Re-Use Existing Computer & Software Package

Misc. Items

- Cat-5 External Connection
- CUES Lock Repair Sleeve Starter Kit for 8" Mainline Pipe (No Sleeves Included)
- Customer Responsible for Pick-Up and Delivery of Truck from CUES Orlando

Training & Delivery

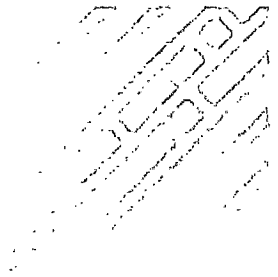
- Six Days On-Site Training

Grand Total | \$154,485.00

Sincerely,
 Chris Parker
 Regional Sales Manager - Florida
 Cell: 407.446.7445 | Office: 800.327.7791 x330
 cparker@cuesinc.com



CUES



Retrofit Pricing Notes

Retrofits are complex. We do our best to ensure the quote is inclusive of all items needed to complete the retrofit, however, we have not thoroughly tested any of the equipment that will remain as part of your retrofit so there is always the potential that an additional item, repair, or unexpected replacement may be required at any point during the retrofit process. We do not anticipate this, but it is important to make you aware. Any "defective" items found during the retrofit such as rotted wood, bad wiring, generator issues, battery issues, cabinetry/flooring issues will result in additional charges which will be quoted first for your approval.

A Production Slot has been scheduled specifically to the items quoted within, any additional requests to alter, repair, or replace items upon drop-off of your vehicle not originally discussed as part of this retrofit could significantly delay the completion of the retrofit or possibly have to be rescheduled completely to not interrupt the production schedule. All non-scheduled changes will incur a \$2,500.00 change fee along with the costs associated with all changes requested.

Detailed Specifications & Contract Purchases

Detailed technical specifications are available upon request to help your team define language for any upcoming competitive bid requirement to ensure your team is receiving the equipment package to best your needs. Additionally, for our municipal clients, CUES equipment is available through piggyback purchases from various other municipalities that have purchased identical or similar equipment packages as quoted as well as through competitively bid cooperative contracts like the HGAC Buy Contract.

References

A list of product specific references or general company references are available upon request.

Sole Source Statement

CUES, Inc. is the sole source direct provider for all CUES CCTV Equipment, Services, Parts, and Support for the entire state of Florida. Furthermore, we are the sole CCTV equipment manufacturer located physically in the state of Florida. While other manufacturer's may claim to be within the state, they do so through 3rd party dealerships and manufacturer's representatives and are not themselves located in Florida to service and support your account. Other vendors may claim to be able to work on CUES equipment but CUES, Inc. itself is the only authorized provider of sales, service, and support for CUES equipment. Any use of a vendor outside of CUES, Inc. that modifies, services, or provides technical parts may risk voiding any applicable CUES, Inc. warranty.

If you already own CUES equipment, we are the sole provider that is directly compatible with all your existing equipment. CUES is the only manufacturer to offer a 100% full circle compatibility where all existing mainline cameras and transporters are 100% compatible with any new/future CUES, Inc. equipment purchase. This full circle compatibility allows older equipment to work on newer TV systems and newer equipment to operate on some older systems.

Purchase Terms & Conditions

Delivery: 75 – 100 Days After Receipt of Order. Delivery is an ESTIMATE ONLY based on the current production schedule as of the date of quotation and is subject to change. For accurate delivery, please contact your CUES Regional Sales Manager at the time of order.

Payment: NET 30 Terms for active, established CUES customers with an approved account application on file with CUES, Inc. Accounting. For all new non-municipal customers or if your account has been inactive for more than 12 months, full payment is due prior to delivery with a minimum deposit of 25% due to at time of order.

Taxes & Pricing: Unless otherwise noted, pricing above does not include any applicable sales tax. The final invoice will reflect all taxes unless there is a tax-exempt certificate on file with CUES, Inc. Accounting.

Meeting Date
January 13, 2020

City of Lake City Report to Council

AGENDA	
Section	7
Item No.	C

SUBJECT: Code Enforcement Special Magistrate
DEPT. / OFFICE: GROWTH MANAGEMENT

Originator: David C. Young		
City Manager JOSEPH HEFENBERGER <i>Joseph Hefenberger</i>	Department Director DAVID YOUNG <i>David Young</i>	Date 12/10/19
Recommended Action: City Council approval to negotiate with Gray-Robinson Attorneys at Law for Ms. Marchman as Code Enforcement Special Magistrate		
Summary Explanation & Background: Gray-Robinson Attorneys at Law and Ms. Marchman submitted her credentials and resume for the position of Code Enforcement Special Magistrate. This submittal was accepted unanimously by the selection committee to ask the city council to approve Director of Growth Management to enter into negotiations with Gray-Robinson Attorneys at Law and Ms. Marchman for the contract for Code Enforcement Special Magistrate.		
Alternatives: To be re-advertised and delay Code Enforcement Hearings		
Source of Funds: 001.55.524-030.31		
Financial Impact:		
Exhibits Attached: Code Enforcement Special Magistrate Evaluation Sheet		

CITY OF LAKE CITY
RFP-004-2020
CODE ENFORCEMENT SPECIAL MAGISTRATE
EVALUATION COMMITTEE COMPOSITE



	Audrey Sisco	Gerold Bricker	David Young	Vince Albright	Fred Koberlein	TOTAL	AVG	RANK
Gray-Robinson Attorneys at Law	79	84	86	88	80	445	80	1

CITY COUNCIL RESOLUTION NO. 2020-001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A UTILITY EASEMENT FROM CHARLES D. ROBERTS AND TINA C. ROBERTS, TO ENABLE FUTURE UTILITY SYSTEM IMPROVEMENTS AND ROUTINE OPERATION AND MAINTENANCE.

WHEREAS, The City of Lake City, Florida ("City"), has identified a need for a thirty foot (30') wide easement over the lands of Charles D. Roberts and Tina C. Roberts ("Roberts") for future utility systems improvements, connections, routine operation and maintenance; and

WHEREAS, the Roberts are the owners of real property identified as Parcel: 36-3S-16-02600-000, by the Columbia County Property Appraiser and the City has requested that the Roberts grant the City a public utility easement for ingress and egress for utilities; and

WHEREAS, the Roberts have agreed to convey a public utility easement to the City, more particularly described in "Exhibit A" attached hereto and incorporated as a part of this Resolution; and

WHEREAS, the City desires to accept the conveyance of the public utility easement.

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

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

Section 2. The public utility easement is hereby accepted from the Roberts, for the consideration of the mutual obligations contained in the Utility Easement Deed.

Section 3. The City Clerk is authorized to record the Utility Easement Deed for, and on behalf of, the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of January, 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, Florida
Attn: City Clerk
205 North Marion Avenue
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

UTILITY EASEMENT DEED

THIS INDENTURE made this 2 day of January, 2020, by CHARLES DENNIS ROBERTS and his wife, TINA C. ROBERTS, whose address is 468 Hackney Terrace, Lake City, FL 32055, herein "Grantor", and CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, with an address of 205 North Marion Avenue, Lake City, Florida, 32055, herein "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) to it in hand paid by Grantee, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, a perpetual permanent easement and right-of-way on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Easement Property").

Grantor and Grantee acknowledge that the purpose of the Easement Property is for utility systems improvements, connections, routine operation and maintenance. Furthermore, the parties agree that the Grantee shall be entitled to alter the easement for the purpose of constructing, installing, replacing, repairing, enlarging, maintaining, and operating the Easement Property and any draining associated with the Easement Property, together with all rights reasonably necessary or incident thereto, including the right of ingress and

gress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to the Easement Property. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement Property, they shall be erected in a manner not to interfere with the purposes of the Easement Property. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Easement Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Easement Property to another mutually agreed upon Easement Property in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Easement Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

Grantor covenants not to interfere with Grantee's utility systems improvements, connections, routine operation and maintenance within the Easement Property in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's improvements, connections, routine operation and maintenance by Grantor or by Grantor's agents or employees. Grantee by acceptance, and the recording, of this instrument, agrees to the extent it may lawfully do so, to indemnify and hold Grantor harmless from any and all damages and injuries, whether to persons or property, arising from Grantee's exercise of the rights herein granted.

Grantor hereby warrants and covenants: (a) that it is the owner of the fee simple title to the premises in which the above described Easement Property is located as shown in "Exhibit A", and (b) that it has full right and lawful authority to grant and convey the Easement Property to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Easement Property as to Grantor's interest.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered in the presence of:

[Signature]

Witness' Signature
Dustin Lane

Print Name

[Signature]

Witness' Signature
Jason Dumas

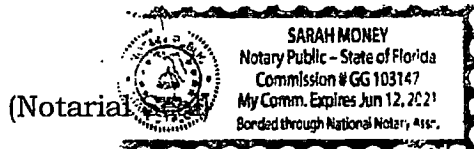
Print Name

By: Charles Dennis Roberts
Charles Dennis Roberts

By: Tina C Roberts
Tina C. Roberts

STATE OF FLORIDA
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 02 day of January, 2020, by CHARLES DENNIS ROBERTS, who is personally known to me, or produced FLDL as identification.



Sarah Money
Notary Public, State of Florida

Sarah Money
Print/Type Name

STATE OF FLORIDA
COUNTY OF Columbia

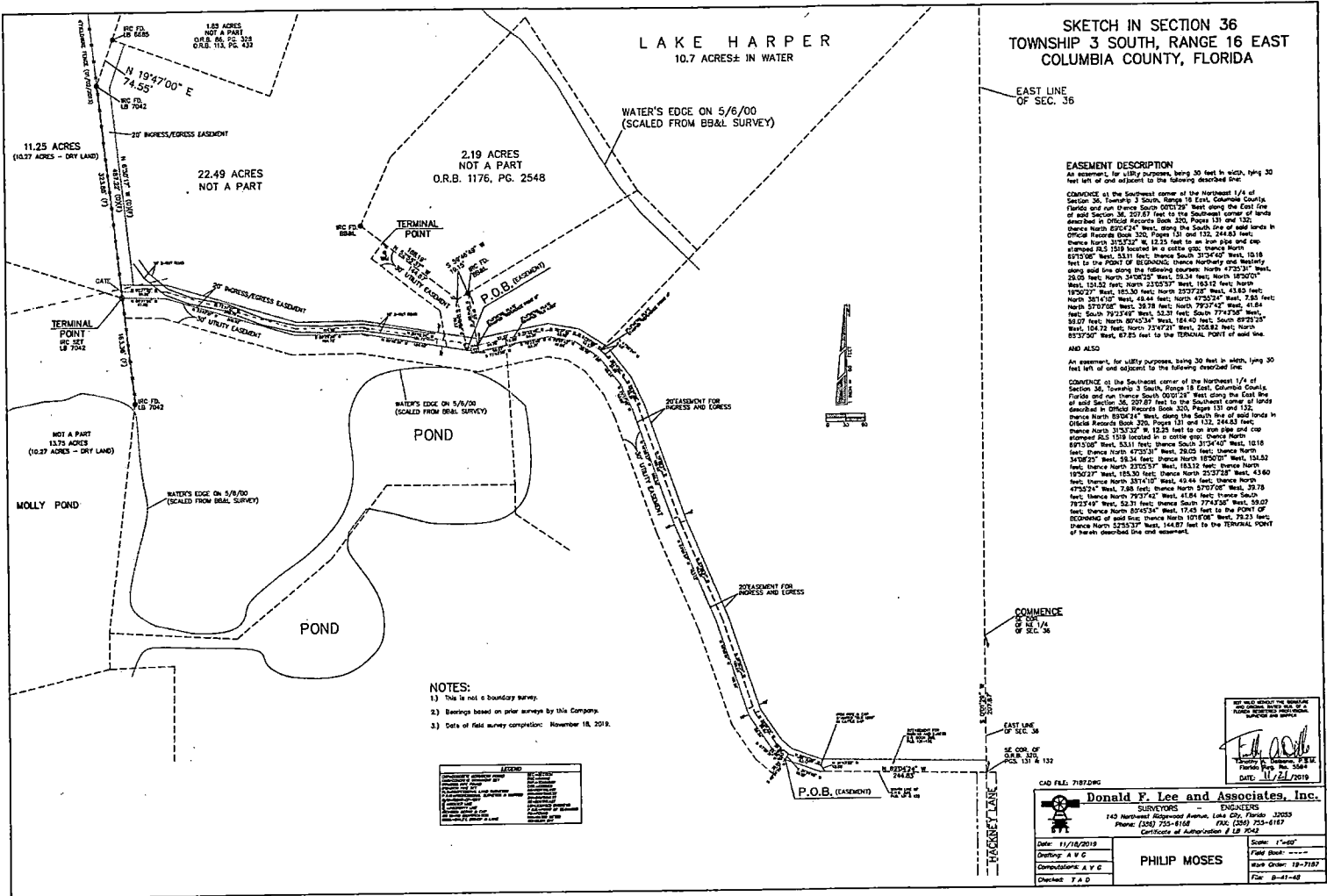
The foregoing instrument was acknowledged before me this 02 day of January, 2020, by TINA C. ROBERTS, who is personally known to me, or produced FLDL as identification.

(Notarial Seal)



Sarah Money
Notary Public, State of Florida

Sarah Money
Print/Type Name



**SKETCH IN SECTION 36
TOWNSHIP 3 SOUTH, RANGE 16 EAST
COLUMBIA COUNTY, FLORIDA**

EAST LINE
OF SEC. 36

EASEMENT DESCRIPTION

An easement, for utility purposes, being 30 feet in width, lying 30 feet left of and adjacent to the following described line:
COMMENCE at the Southwest corner of the Northwest 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run thence South 00°01'28" West along the East line of said Section 36, 207.87 feet to the Southwest corner of lands described in Official Records Book 305, Pages 131 and 132, thence North 85°02'24" West, along the South line of said lands in Official Records Book 305, Pages 131 and 132, 244.83 feet; thence North 31°32'27" W, 12.35 feet to an iron pipe and cap (marked 83); thence North in a curve arc, radius North 85°15'00" West, 53.11 feet; thence South 37°34'07" West, 10.18 feet to the POINT OF BEGINNING; thence Northwesterly and Westwesterly along said line along the following courses: North 47°25'31" West, 26.03 feet; North 34°02'52" West, 39.24 feet; North 19°20'07" West, 124.52 feet; North 23°02'37" West, 183.12 feet; North 19°20'17" West, 183.30 feet; North 22°17'22" West, 15.84 feet; North 27°07'02" West, 49.44 feet; North 47°35'24" West, 7.82 feet; North 37°07'02" West, 39.78 feet; North 79°27'42" West, 41.84 feet; South 72°14'49" West, 12.31 feet; South 77°47'38" West, 92.07 feet; North 89°42'34" West, 164.40 feet; South 89°22'32" West, 164.78 feet; North 27°47'47" West, 258.82 feet; North 83°37'50" West, 87.85 feet to the TERMINAL POINT of said line.

AND ALSO

An easement, for utility purposes, being 30 feet in width, lying 30 feet left of and adjacent to the following described line:
COMMENCE at the Southwest corner of the Northwest 1/4 of Section 36, Township 3 South, Range 16 East, Columbia County, Florida and run thence South 00°01'28" West along the East line of said Section 36, 207.87 feet to the Southwest corner of lands described in Official Records Book 305, Pages 131 and 132, thence North 85°02'24" West, along the South line of said lands in Official Records Book 305, Pages 131 and 132, 244.83 feet; thence North 31°32'27" W, 12.35 feet to an iron pipe and cap (marked 83); thence North in a curve arc, radius North 85°15'00" West, 53.11 feet; thence South 37°34'07" West, 10.18 feet to the POINT OF BEGINNING; thence Northwesterly and Westwesterly along said line along the following courses: North 47°25'31" West, 26.03 feet; North 34°02'52" West, 39.24 feet; North 19°20'07" West, 124.52 feet; North 23°02'37" West, 183.12 feet; North 19°20'17" West, 183.30 feet; North 22°17'22" West, 15.84 feet; North 27°07'02" West, 49.44 feet; North 47°35'24" West, 7.82 feet; North 37°07'02" West, 39.78 feet; North 79°27'42" West, 41.84 feet; South 72°14'49" West, 12.31 feet; South 77°47'38" West, 92.07 feet; North 89°42'34" West, 164.40 feet; South 89°22'32" West, 164.78 feet; North 27°47'47" West, 258.82 feet; North 83°37'50" West, 87.85 feet to the TERMINAL POINT of said line.

- NOTES:**
- 1) This is not a boundary survey.
 - 2) Bearings based on prior surveys by this Company.
 - 3) Date of field survey completion: November 18, 2019.

LEGEND	
---	Proposed Easement
---	Water's Edge
---	Terminal Point
---	Point of Beginning
---	Property Boundary
---	Survey Line
---	Other

Donald F. Lee and Associates, Inc.
 SURVEYORS - ENGINEERS
 140 Northwest Ridgewood Avenue, Lake City, Florida 32825
 Phone: (407) 755-8100 FAX: (407) 755-4187
 Certificate of Authorization # LP 7042

DATE: 11/18/2019
 Drawing: A D G
 Computations: A Y C
 Checked: T A D

Scale: 1"=40'
 File No: ----
 Date Order: 10-7-18
 Form: 0-41-69

PHILIP MOSES

9 A 2

CITY COUNCIL RESOLUTION 2020-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RE-APPOINTING WILLARD BAUGHN TO SERVE AS A MEMBER ON THE PLANNING AND ZONING BOARD AND THE BOARD OF ADJUSTMENT.

WHEREAS, the Planning and Zoning Board (the "Board") created and established by the City of Lake City, Florida ("City") also acts and performs the duties of the Board of Adjustments of the City (the "Board of Adjustments") also acts and performs duties of the Historical Board of the City; and

WHEREAS, Willard Baughn was appointed to serve on the Planning and Zoning Board and the Board of Adjustments pursuant to City Council Resolution No. 2017-027; and

WHEREAS, Willard Baughn has expressed a desire to continue serving on the Planning and Zoning Board and the Board of Adjustments; and

WHEREAS, the City desires to ratify the service of Willard Baughn as a member on the Planning and Zoning Board and the Board of Adjustment for terms that expire on May 16, 2022.

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

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

Section 2. That Willard Baughn is hereby re-appointed to serve as a member on the Planning and Zoning Board and the Board of Adjustments respective terms that expire on May 16, 2022.

PASSED AND ADOPTED at a meeting of the City Council on this
___ day of January, 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 2020-003**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RE-APPOINTING DANIEL ADEL TO SERVE AS A MEMBER ON THE PLANNING AND ZONING BOARD AND THE BOARD OF ADJUSTMENT.**

WHEREAS, the Planning and Zoning Board (the "Board") created and established by the City of Lake City, Florida ("City") also acts and performs the duties of the Board of Adjustments of the City (the "Board of Adjustments") also acts and performs duties of the Historical Board of the city; and

WHEREAS, Daniel Adel was appointed to serve on the Planning and Zoning Board and the Board of Adjustments pursuant to City Council Resolution No. 2012-088; and

WHEREAS, Daniel Adel has expressed a desire to continue serving on the Planning and Zoning Board and the Board of Adjustments; and

WHEREAS, the City desires to ratify the service of Daniel Adel as a member on the Planning and Zoning Board and the Board of Adjustment for terms that expire on January 6, 2023.

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

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

Section 2. That Daniel Adel is hereby re-appointed to serve as a member on the Planning and Zoning Board and the Board of Adjustments respective terms that expire on January 6, 2023.

PASSED AND ADOPTED at a meeting of the City Council on this ___ day of January, 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. 2020-005**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A WARRANTY DEED FROM CAMERON BUNTING TO ALLEVIATE DRAINAGE ISSUES AT THE NEIGHBORING BODY OF WATER NAMED GWEN LAKE.**

WHEREAS, the City of Lake City, Florida, ("City"), has identified a need acquire real property owned by Cameron E. Bunting, Jr. ("Bunting") to alleviate drainage issues at a neighboring body of water named Gwen Lake; and

WHEREAS, Bunting is the owner of real property recorded as parcel no. 31-3S-1706048-000, by the Columbia County Property Appraiser, and in that Special Warranty Deed located in the Official Records of Columbia County, Florida, Book 1267, Page 2774 (Instr. Number: 201412000322), and the City has requested that Bunting convey a portion of the aforementioned real property, more particularly described in the attached *Warranty Deed*, to the City; and

WHEREAS, Bunting has agreed to convey the real property described in the attached *Warranty Deed* ("Exhibit A") to the City; and

WHEREAS, the City desires to accept the conveyance from Bunting.

[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 all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to acquire the real property described in the *Warranty Deed*.

PASSED AND ADOPTED a meeting of the City Council this ____ day of January, 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

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

WARRANTY DEED

THIS INDENTURE made this 14th day of December, 2019, by CAMERON E. BUNTING, JR., a single individual, whose mailing address is 469 NW Willow Dr. Lake City, FL 32055, herein "Grantor", and CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, with a mailing address of 205 North Marion Avenue, Lake City, Florida, 32005, herein "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars and zero cents (\$10.00) to it in hand paid by Grantee, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, forever the following described lands lying in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Together with a perpetual permanent easement and right-of-way on, over, under, and across real property in Columbia County, Florida, described in "Exhibit B" attached hereto and incorporated herein (the "Easement Property").

Grantor and Grantee acknowledge that the purpose of the Property is for the alleviation of drainage issues at the neighboring body of water named Gwen Lake. Furthermore, the parties agree that the Grantee will alter the Property in furtherance of alleviating drainage issues at Gwen Lake and will remediate the Property by planting up to ten (10) live oak, *Quercus virginiana*, trees each bearing a base diameters of up to two inches (2").

Grantor and Grantee acknowledge that the purpose of the Easement Property is for the drainage, caused by any and all reasons, from and associated with the aforementioned Property. Furthermore, the parties agree that the Grantee shall be entitled to alter the easement for the purpose of constructing, installing, replacing, repairing, enlarging, maintaining, and operating the Property and any draining associated with the Property, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within either the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Easement Property. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement Property, they shall be erected in a manner not to interfere with the purposes of the Easement Property. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Easement Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Easement Property to another mutually agreed upon Easement Property in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Easement Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

Grantor covenants not to interfere with Grantee's drainage within the Easement Property in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries,

whether to persons or property, resulting from interference with Grantee's drainage by Grantor or by Grantor's agents or employees. Grantee by acceptance and recording of this instrument, agrees to the extent it may lawfully do so, to indemnify and hold Grantor harmless from any and all damages and injuries, whether to persons or property, arising from Grantee's exercise of the rights herein granted.

Grantor hereby warrants and covenants: (a) that it is the owner of the fee simple title to the premises in which the above described Property and Easement Property are located as shown on "Exhibit A" and "Exhibit B", and (b) that it has full right and lawful authority to grant and convey the Property and Easement Property to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Property and Easement Property as to Grantor's interest.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered in the presence of:

[Signature]
Witness' Signature
BECKY SHIFFLETT
Print Name

By: [Signature]
Cameron E. Bunting, Jr.

[Signature]
Witness' Signature
Don Nettles
Print Name

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this 14 day of DECEMBER, 2019, by Cameron E. Bunting, Jr., who is personally known to me, or produced FL DRIVERS LICENSE as identification.

[Signature]
Notary Public, State of Florida

(Notarial Seal)

BECKY SHIFFLETT
Print Name

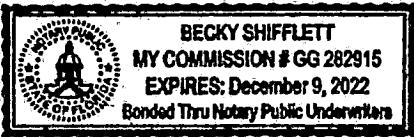


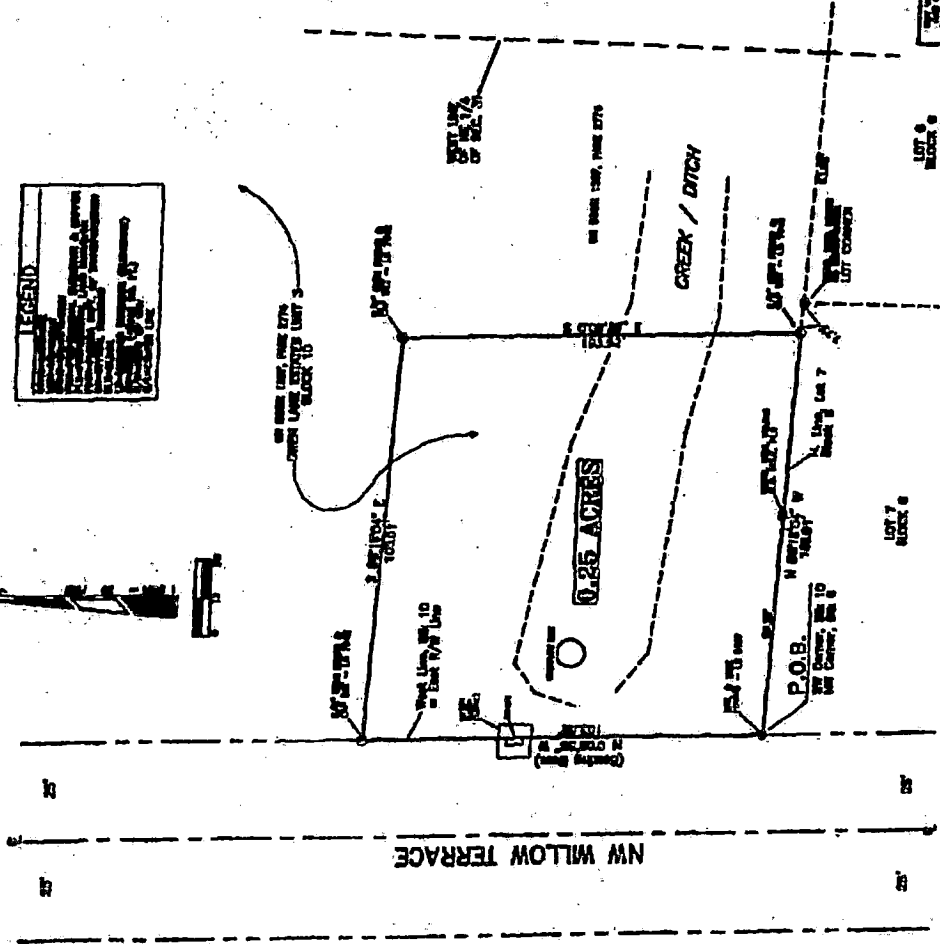
Exhibit A

BOUNDARY SURVEY

PART OF GWEN LAKE ESTATES UNIT 3
IN SECTION 31
TOWNSHIP 3 SOUTH, RANGE 17 EAST
COLUMBIA COUNTY, FLORIDA

LEGEND

	Boundary Line
	Creek / Ditch
	Easement
	Survey Monument
	Lot Corner
	P.O.B. (Point of Beginning)



DESCRIPTION:

A part of Block 10 of GWEN LAKE ESTATES UNIT 3, a subdivision created in Part Book 2, Page 2-1 of the Public Records of Columbia County, Florida, which is more particularly described in the plat of said subdivision, is hereby surveyed and divided into two lots, to-wit: Lot 7 and Lot 8. The boundary line between Lot 7 and Lot 8 is a line of 200.00 feet, more or less, bearing S 89° 58' 10" W, which line is the boundary line between Lot 7 and Lot 8. The boundary line between Lot 7 and Lot 8 is a line of 200.00 feet, more or less, bearing S 89° 58' 10" W, which line is the boundary line between Lot 7 and Lot 8. The boundary line between Lot 7 and Lot 8 is a line of 200.00 feet, more or less, bearing S 89° 58' 10" W, which line is the boundary line between Lot 7 and Lot 8.

NOTES:

- 1) Measurements in all chains and subdivisions on the face of the plat.
- 2) Boundary based on measurements taken in place, substantiated by other data shown by the Company's subdivision plat of Gwen Lake Estates Unit 3.
- 3) Bearings provided from that line of record, per description furnished.
- 4) Minor improvements shown were located by field work.
- 5) Underlayment measurements, if present, were not located with this survey.
- 6) This survey was made without benefit of a title search. There may be other surveys, records, mortgages, liens, and other interests that may affect the land shown hereon and a part of the land may be subject to other claims and interests. It is the responsibility of the purchaser to investigate the same.
- 7) Date of field survey completion: 8-3-2009

Donald F. Lee and Associates, Inc.
SURVEYORS
140 National Apartment Avenue, Lake City, Florida 32809
Phone: (407) 738-9716 Fax: (407) 738-9717
City of Administration / US 2902

DATE: 8-3-09
DRAWN BY: TAD
CHECKED BY: TAD
CITY OF LAKE CITY

Book 11-207
Page 11-207
Book Order: 10-71600
P.O. 1-88-04

2009 FILED, TOWNSHIP

CITY COUNCIL RESOLUTION NO. 2020-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE REGARDING A POST-EMPLOYMENT DISPUTE BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MARIO A. COPPOCK.

WHEREAS, the City of Lake City, Florida ("City") and Mario A. Coppock ("Coppock") have been involved in a post-employment dispute wherein Coppock alleges that he is entitled to certain health benefits due to his retirement status with the City and the City disputes Coppock's entitlement ("the Claim"); and

WHEREAS, the City Manager and Coppock have negotiated terms to settle the Claim and such terms are memorialized in the *Settlement Agreement and Full and Final Release* ("Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City would agree to pay the amounts of: (a) \$5,400.00, for reimbursement for the past three (3) years (\$150 x 36 months), to be paid within fifteen (15) days of the execution of the Agreement; and (b) via an annuity, pay \$150.00 per month for the remainder of Coppock's natural life, to be paid within seven (7) days of final execution of the Agreement and submission of complete application forms.

WHEREAS, Coppock would agree to release the City from all claims of every kind which Coppock has ever had or now may have against the City; and

WHEREAS, the City Council finds that it is in the City's best interests to authorize the execution of the Agreement with Coppock.

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.

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Section 2. The Mayor is hereby authorized to execute the Agreement between the City and Coppock to resolve the dispute.

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

CITY OF LAKE CITY, FLORIDA

By: _____

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

ATTEST:

By: _____

Audrey E. Sikes, City Clerk

By: _____

Frederick L. Koberlein, Jr.,
City Attorney

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

This Agreement is made between **Mario A. Coppock** (“Coppock”) and **The City of Lake City** (“City”), including any of their respective heirs, insurers, and their past, present, or future commissioners, administrators, officers, elected officials, employees, agents, attorneys, representatives and assigns in their individual and official capacity. Coppock and the City will be referred to collectively as the “Parties”.

REASONS FOR AGREEMENT

A. The Parties have been involved in a post-employment dispute wherein Coppock alleges that he is entitled to certain health benefits due to his retirement status with the City and the City disputes Coppock’s entitlement (the “Claim”).

B. City denies any wrongdoing with respect to Coppock and it is understood that this settlement is the compromise of a doubtful and disputed claim, and that the consideration made is not to be construed as an admission of liability of the Employer.

C. Coppock and the City want to resolve and settle the Claim made by Coppock, as well as any other claims Coppock may have against City arising out of facts or events, known or unknown, occurring up to and including the date of execution of this Settlement Agreement and Full and Final Release (“Agreement”).

Therefore, in consideration of the promises in this Agreement, the Parties agree as follows:

AGREEMENT

1. Payment. City will pay the amounts of: (a) \$5,400.00 for reimbursement for the past three years (\$150 x 36 months), within fifteen (15) days of final execution of this Agreement; and (b) via an annuity, pay \$150.00 per month for the remainder of Coppock’s natural life, within seven (7) days of final execution of this Agreement and submission of complete application forms. These amounts will be paid for any, and all, alleged damages, costs and attorney’s fees incurred

2. General Release. Coppock agrees for himself and his successors in interest to release City from all claims of every kind (including attorneys' fees and costs) which Coppock has ever had or now may have against City. These claims include, but are not limited to, all allegations that were asserted or could have been asserted in the Claim, and Coppock's employment with the City, all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Florida Civil Rights Act, 42 U.S.C. § 1981, 1983, 1985, 1988, the Constitutions of the United States and Florida and any other federal, state or local laws relating to employment or benefits associated with employment, post-employment, claims for emotional distress, mental anguish, personal injury, defamation, loss of consortium, any and all claims that may be asserted on Coppock's behalf by others. Coppock further agrees that if he attempts to avoid or set aside the terms of this general release, or if City successfully asserts this general release as a defense or bar to any claim asserted by or on behalf of Coppock, he shall be liable for the costs and attorney's fees of City in defending such claims or asserting such defense based on this general release.

3. Taxes. The Parties agree that City is not responsible for payment of any taxes (if any become due), from the settlement proceeds.

4. Non-Admission. Coppock understands and agrees that City expressly denies any liability in connection with the Claim, and any responsibility for any damages alleged by Coppock; that settlement of the Claim is the compromise of a disputed and doubtful claim; and that the settlement was made by City only to avoid the expense, inconvenience, and disruption that would result from continued litigation. This settlement is not to be cited as an admission of fault by any Party.

5. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force.

6. Signature in Counterpart and by Facsimile or Electronic Mail. The Parties agree that a facsimile or electronic copy of a signature page shall be as fully binding as an original signature page.

7. Effective Date. This Agreement shall be effective and binding on the last of the dates that it is executed by Coppock and City.

8. Florida Law. The Laws of the State of Florida will govern this Agreement and the venue will be with the State of Florida Circuit Court in Columbia County, Florida.

9. Entire Agreement. Coppock acknowledges that he has been fully advised to consult an attorney as to the terms and provisions of this Agreement and has either done so or had sufficient time to do so. Coppock acknowledges that in executing this Agreement he does not rely and has not relied upon any representation or statement not set forth in this Agreement with regard to the subject matter, basis or effect of this Agreement. Coppock represents that he has had the opportunity to consult competent legal counsel of his own choosing before signing this Agreement, has carefully reviewed the Agreement and was fairly advised as to its terms. Coppock further represents and warrants that he has been given adequate time to consider this Agreement before executing it and that he executes this Agreement as a free act and deed.

WHEREFORE, in consideration for the terms contained in this Agreement, Coppock, by his signature below, and City, by its payment, agree to be bound by the terms in this Agreement and acknowledge that there exists no other promises, representations or agreements relating to this settlement, except as specifically set forth in this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

and acknowledge that there exists no other promises, representations or agreements relating to this settlement, except as specifically set forth in this document.

DATE: _____

Mario A. Coppock

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by MARIO A. COPPOCK. Such person did take an oath and: *(notary must check applicable box)*:

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.

**[NOTARY SEAL
MUST BE AFFIXED]**

Signature of Notary Public
Printed Name: _____
Commission Number: _____
My commission expires: _____

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
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

CITY COUNCIL RESOLUTION NO. 2020-007

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 LEARNING FOR LIFE, A FOREIGN CORPORATION, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS EXPLORING YOUTH PROTECTION TRAINING.

WHEREAS, the City of Lake City, Florida (“City”), by and through its Lake City Police Department (“LCPD”), previously determined it to be in the City’s best interests to enter in to a Memorandum of Understanding (“MOU”) with Learning for Life, which operates and maintains a program known as Exploring Youth Protection Training; and

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

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

Section 1. The above recitals are 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 renew the MOU with Exploring.

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 January, 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

EXPLORING™
DISCOVER YOUR FUTURE

Check One:

Explorer Club Explorer Post Renewal Post/Club No. 386Council 087 District SR

Annual Memorandum of Understanding

Post 0386 has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of executive officer or designee

(Print name)



Signature of Exploring representative

Joseph Orr

(Print name)

9 A 7

CITY COUNCIL RESOLUTION NO. 2020-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY BY AND THROUGH ITS POLICE DEPARTMENT TO ENTER INTO A THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT BETWEEN MUNICIPALITIES AND SHERIFFS OF COUNTIES LOCATED IN THE THIRD JUDICIAL CIRCUIT.

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

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

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

WHEREAS, the City has determined it is in its interest and the interest of its citizens to enter into the Third Judicial Circuit Mutual Aid Agreement with the Law Enforcement Agencies pursuant to and in accordance with the terms and conditions of Third Judicial Circuit Mutual Aid Agreement, a copy of which is attached hereto and made a part of this resolution (the "Mutual Aid 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 all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into the Mutual Aid Agreement with the Law Enforcement Agencies and the Mayor and Chief of Police are authorized to execute the Mutual Aid Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of January, 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

THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT

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

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

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

WITNESSETH

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

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

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

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

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

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

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

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

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

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

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

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

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

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

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

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

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

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

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

SECTION VII: FORFEITURE PROVISIONS

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

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

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

SECTION VIII: CONFLICTING MUTUAL AID AGREEMENTS

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

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereunder named officials and shall continue in full force and effect until December 31, 2020.

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

SECTION X: CANCELLATION

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

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

Dated this _____ day of _____, 20_____.

ARGATHA GILMORE, CHIEF OF POLICE
LAKE CITY POLICE DEPARTMENT

STEPHEN WITT, MAYOR
CITY OF LAKE CITY

CITY COUNCIL RESOLUTION NO. 2020-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A TRIAL AGREEMENT WITH AXON ENTERPRISE, INC. AND THE CITY, THROUGH THE LAKE CITY POLICE DEPARTMENT, TO EVALUATE EQUIPMENT PROVIDED BY AXON ENTERPRISE, INC., FOR A THIRTY (30) DAY TRIAL AND LOAN PERIOD, FREE OF CHARGE.

WHEREAS, Axon Enterprise, Inc. ("Axon") desires for the City of Lake City Police Department ("LCPD") to evaluate Axon's law enforcement equipment; and

WHEREAS, Axon will loan the LCPD with Trial Kit(s) for thirty (30) days, at no cost to the City of Lake City ("City"); and

WHEREAS, the City would agree to comply with all Axon training materials and return the Trial Kit(s) to Axon with the Officers' evaluations of the equipment as stated in the Field Trial Agreement, a copy of which is attached hereto and made part of this resolution ("Agreement"); and

WHEREAS, the City has determined it is in its best interest and the interest of its citizens to enter into the Agreement with Axon.

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

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

Section 2. The Mayor is hereby authorized to execute the Agreement with Axon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor
APPROVED AS TO FORM AND
LEGALITY:

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

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



Lake City Police Department
Intra-Departmental Correspondence Form



19-I-151

To: Joe Helfenberger, City Manager
From: Chief Argatha Gilmore *AM*
Subject: Axon Taser Trial Agreement
Date: December 31, 2019

Please review the attached Field Trial Agreement provided by Axon with their request that the Lake City Police Department (LCPD) participate in a 30-day trial period of their equipment as shown in the Agreement.

Our agency (LCPD) is agreeing to use the trial kit(s) provided by Axon for evaluation purposes only. The agency (LCPD) agrees to comply with all Axon training materials regarding the products during the trial period.

At the end of the trial period, all equipment will be returned to Axon with the officers' evaluations.

Once Mr. Koberlein reviews the attached Agreement, if he finds it necessary to submit to Council, please have it placed on their agenda. Thank you.

Cc: Administrative File



Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by the Agency.¹ The Trial Period is 30 days unless extended by Axon.

1. Trial Kit. The Trial Kit may include the following:

- Qty. _____ 74016 – Axon Body 2 T&E Kit
- Qty. _____ 70042 – Axon Body 2 Dock, Single Camera Bay
- Qty. _____ 70043 – Axon Body 2 Dock, 6-Camera Bay
- Qty. _____ 11530 – Axon Flex 2 T&E Kit
- Qty. _____ 11541 – Axon Flex 2 Single-Bay Dock
- Qty. _____ 11542 – Axon Flex 2 Six-Bay Dock
- Qty. _____ 20025 – TASER 7 CEW
- Qty. _____ 20026 – TASER 7 Dock
- Qty. _____ 80089 – TASER 7 T&E Target
- Qty. _____ 11007 – X26P CEW T&E Kit
- Qty. _____ 22004 – X2 CEW T&E Kit
- Qty. _____ 71089 – Axon Fleet 2 Kit
- Qty. _____ 70112 – Axon Signal
- Qty. _____ 11559 – T&E, PPM, Signal
- Qty. _____ 71042 – Axon Signal Sidearm
- Qty. _____ Axon Evidence (Evidence.com) Licenses or Add-ons

Axon reserves the right to limit the number of Trial Kits you receive. Axon reserves the right to supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal.

2. Agency Obligations. Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Products during the Trial Period. For Trial Kits that contain a conducted electrical weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request of Axon, Agency also agrees to cooperate and participate in a case study involving the Product and your use of the Product. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If the Agency's trial includes Axon Fleet, and the Agency is using wireless offload, then the Agency is responsible for providing a wireless network, either a cellular SIM card or wireless network at the Agency.

3. Return of Product. Agency agrees to return the Product to Axon within 10 days after the end of the Trial Period. If any individual component of the Trial Kit, excluding expended CEW cartridges, is not returned to Axon at the end of the Trial Period, then Axon will issue to you an invoice for the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping.

If Agency chooses to return the Trial Kit to Axon Agency agrees to return the Trial Kit, excluding expended CEW cartridges, to Axon in good working condition, normal wear and tear excepted. Axon reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc.

▲ ▲ AXON, Axon, Axon Body 2, Axon Dock, Axon Evidence, Axon Flex 2, Axon Fleet, Axon Signal, Axon Signal Sidearm, Evidence.com, X2, X26P, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

coverage.

Before Agency returns the Trial Kit, it is the Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Product is to be returned to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Agency Data. With your return of the Trial Kit, Agency may request Axon make available to Agency for download Agency data that the Agency uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit, and that Agency will not directly or indirectly cause any proprietary rights to be violated.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement, including the attached Axon Evidence Terms of Use Appendix, contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of _____ day of _____, 20____

Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Phone: _____ E-mail: _____



Axon Evidence (Evidence.com) Terms of Use Appendix

- 1 **Access Rights.** "Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Axon Evidence Service, (b) cause to interface with the Axon Evidence Service, or (c) upload to the Axon Evidence Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the granting of a subscription from Axon, the Agency will have access and use of the Axon Evidence Service for the storage and management of Agency Content during the Trial Period.
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Axon Evidence Service will violate this Agreement or applicable laws.
- 3 **Axon Evidence Data Security.**
 - 3.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.
- 4 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Axon Evidence Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 5 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored. For United States customers, Axon will ensure that all Agency Content stored in the Axon Evidence Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.
- 6 **Suspension of Axon Evidence Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Axon Evidence Services (i) poses a security risk to the Axon Evidence Services or any third party, (ii) may adversely impact the Axon Evidence Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Axon Evidence as a result of a suspension, except as specified elsewhere in this Agreement.
- 7 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Axon Evidence Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Axon Evidence Services; (c) reverse engineer, disassemble, or decompile the Axon Evidence Services or apply any other process or procedure to derive the source code of any software included in the Axon Evidence Services, or allow any others to do the same; (d) access or use the Axon Evidence Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Axon Evidence Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Axon Evidence Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Axon Evidence Services; (h) access the Axon Evidence Services in order to build a competitive product or service or copy any features, functions, or graphics of the Axon Evidence Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Axon Evidence Services or any copies of the Axon Evidence Services; or (j) use the Axon Evidence Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

9 E

MEMORANDUM

Date: January 8, 2020
To: City Council Members
From: Joseph Helfenberger, City Manager
Re: Affordable Housing Considerations



Two people have expressed interest in building affordable housing on vacant land owned by the City of Lake City. The first person is Lester McKellum, who heads a non-profit organization that targets building affordable housing. The second person is Sylvester Warren, who wants to do a public-private partnership where he would pledge to build new homes not to exceed \$120,000 and he would pay the required down-payment and closing costs for the individuals buying the homes. Both parties would have a local bank pre-qualify the prospective home buyers. Both parties would require the home buyers to attend courses regarding finance and home maintenance. Both parties are asking that the City donate vacant city-owned lots for them to build affordable housing.

In order to ensure that the City's assets are used successfully for building affordable housing, there should be development agreements with the parties and the City which state the requirements and time frame for creating affordable housing. These obligations need to be tied to specific parcels of city-owned land.

If the City Council wishes to proceed, I would recommend that the City Council direct me to negotiate agreements with each party that would be brought back to the City Council to consider for approval. I am enclosing the proposals of the two parties.

Enclosures

Twentyeight Fourteen, LLC

930 NE Joe Coney Terrace
Lake City, Florida 32055
407-748-1475

October 23, 2019

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

Dear Mr. Helfenberger,

Recently the city of Lake City and Columbia County as a whole, has experienced positive growth within the housing market. With this growth also come a negative: there are not any affordable homes for people who qualify to purchase and when there is new construction, it is often in the county. After discussing with you about the surplus property the city has and the need to do something with it, affordable housing would be a win-win solution.

Twentyeight Fourteen is requesting the city to donate properties 31-3S-17-06047-000 and 31-3S17-05986-000 for the development of affordable housing. Within in a time frame of 36 months or less, these vacant, non-taxable properties can be turned into quality, affordable homes for low to moderate income families. This will be an awesome display of the city and the private sector working together to solve the problem for its citizens.

In addition, Twentyeight Fourteen will be using and employing all local tradesmen such as: electricians, plumbers, roofers, and all others that contribute and benefit from the construction of new homes.

Thank you in advance for your consideration.

Respectfully yours

Vanessa George

Vanessa George
Authorized Representative
Twentyeight Fourteen, LLC.

Helpfenberger, Joseph

From: Sylvester warren <swarren3rd@icloud.com>
Sent: Thursday, December 12, 2019 11:06 AM
To: Helpfenberger, Joseph
Subject: Fwd: City lots

Sent from my iPhone

Begin forwarded message:

From: Vanessa George <VGeorge1976@hotmail.com>
Date: December 12, 2019 at 10:42:51 AM EST
To: Sylvester warren <swarren3rd@icloud.com>
Subject: City lots

Good Morning Mr. Helpfenberger,

Thanks for the list of properties detailing possible buildable lots. After reviewing each lot, Twentyeight Fourteen is interested in building affordable housing on the following:

523 SE Melrose Way #13505000
336 SE Faye Lane #34S170757
Ashley (Fern Loop) #313S1706047000
915 NW Edie #313S1705986000

We at Twentyeight Fourteen look forward to partnering with the city in providing affordable housing to our fellow citizens; we hope to hear from you and the council soon regarding your decision.

Thank you in advance,

Vanessa George

Vanessa George
Authorized Representative
Twentyeight Fourteen, LLC.

Public Private Partnership

This proposal outlines a coordinated plan crafted with the intent of community development through affordable housing. We believe that our proposal not only provides a return on the city's investment, but also a unique vision for sustainable housing. The lack of new, affordable housing stock makes this opportunity crucial to helping address the need for more housing options in Columbia County.

Executive Summary

- Corporation will purchase various lots from city of Lake City
- Corporation will build houses on lots purchased from city of Lake City
- Completion of houses will be within 180 days of site prep
- Corporation will contribute 100% of closing costs and down payment
- Corporation will furnish major appliances i.e. washer, dryer
- Corporation will ensure that all building materials meet Florida building code
- Corporation will return ownership of any lot not developed within 24 months back to the city of Lake City and assume any costs associated with said transaction
- Corporation will utilize preferred lending institution (Renasant Bank) where recipients will enroll in financial literacy courses and be groomed for homeownership, including pre-preapproval

Financials

- Acquire lots from city of Lake City at purchase price of \$1
- Total costs of completed unit not to exceed \$120,000
- Project funding will be provided solely by corporation, eliminating the need to use lots as collateral
- Corporation will pay applicable attorney fees associated with units

Performance Table

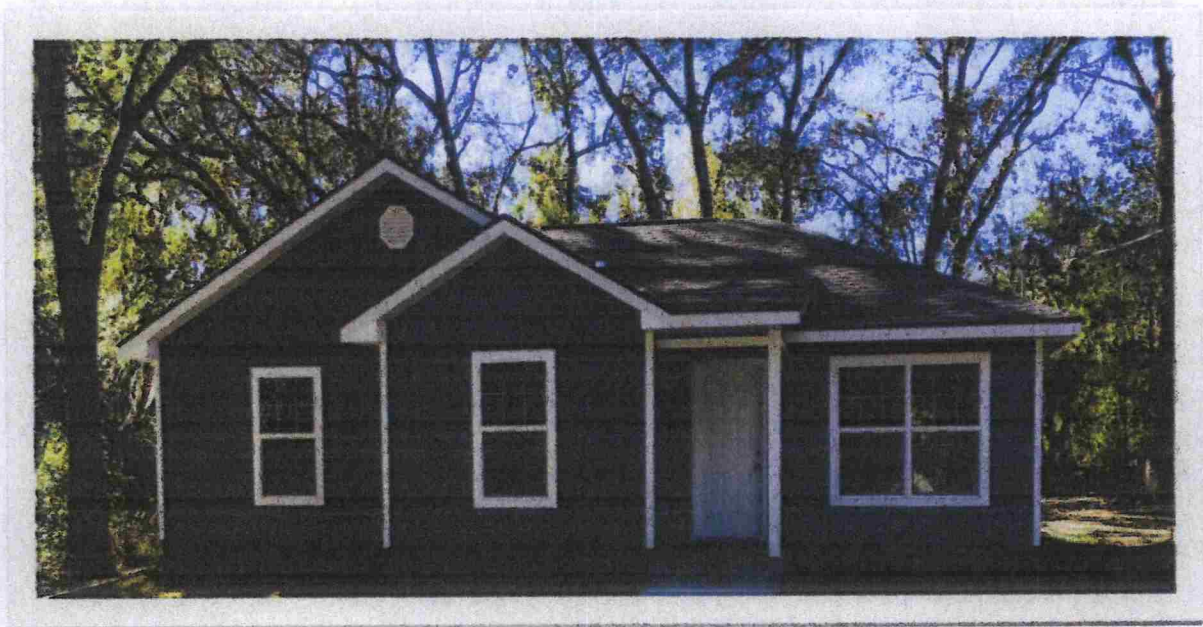
Corporation

City of Lake City

Provide cost of construction	Sell lots to corporation for \$1 each
100% Down Payment and closing cost to buyer	Allow corporation up to 6 months to begin construction
Provide site plan	Waive all permit fees
Draft Design	Waive any zoning fees
Engineering of design to include windload	Waive of significantly reduce impact and tap fees
Complete all site prep	Provide any dirt needed for project, if available.
Construct the home	
Project Management	
Advertisement/Marketing	
Landscaping	
Attorney fees associated with each project	

A
Twentyeight Fourteen
Project

Built in 2017



I proudly present the future of
affordable housing:

Separate 3 bedroom / 2 bath homes

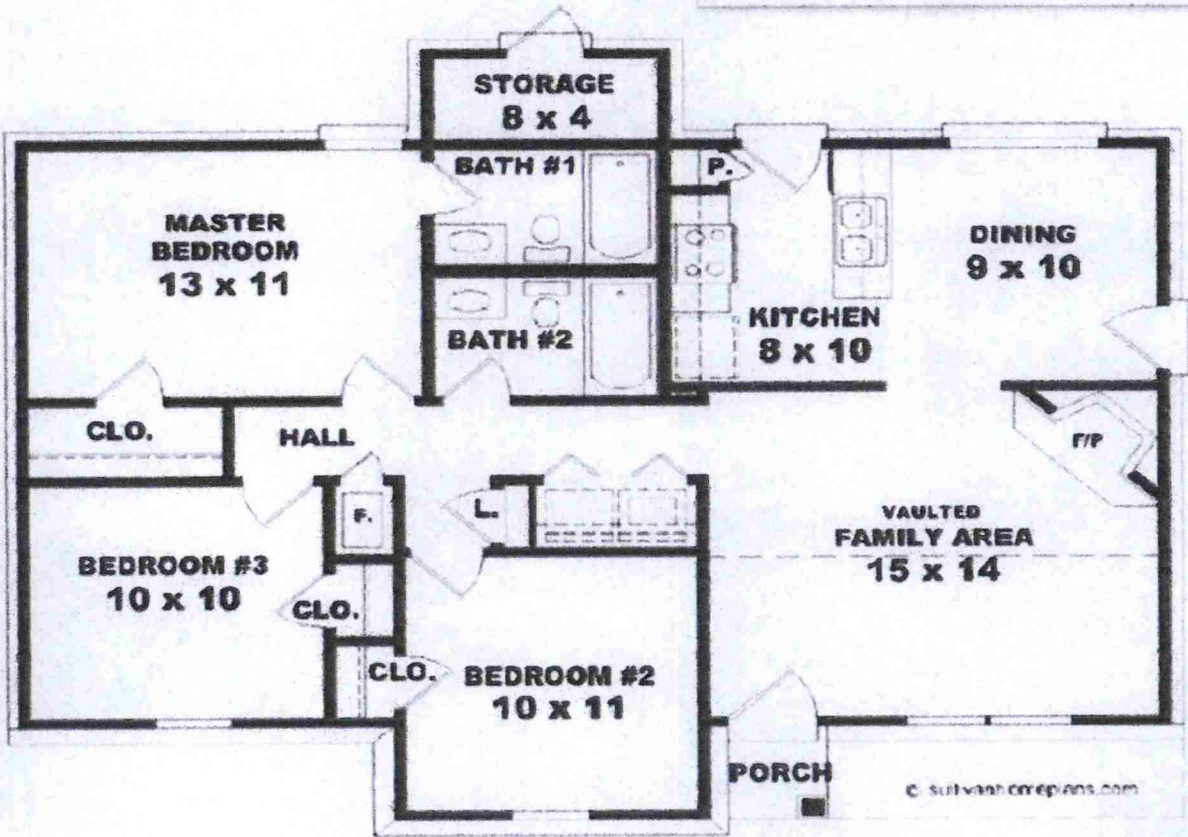
1067 heated square feet

Inside laundry room

Hardie board exterior

Open floor plan

Extra storage space



Twentyeight Fourteen, Inc.

930 NE Joe Coney Terrace

Lake City, Florida 32055

386-628-7152

Affordable Housing Proposal

Problem:

- Little to no affordable housing.
- Increasing in the demand for affordable housing
- Increase in the homeless population; especially families.
- People living in substandard house

Solution:

- Affording homes that caters to low to medium income.
- Potential to provide affordable homes in less than a year.
- City unloads unused surplus property
- Site location already selected from city surplus property
- Project can start within 6 months

Features:

- Individual houses – no housing project look
- 1050-1100 heated square feet
- Appliances: stove, refrigerator, dishwasher, washer & dryer
- Central heating and air

Benefits:

- Proactively trying to combat the lack of affordable housing
- Use of surplus city property
- Additional income to city's tax roll and/or utilities.
- Quality affordable housing
- Up to a \$1,000 scholarship
- Increase in employment: use of local sub-contractors
- Increase in local revenue: local suppliers

9 E

MEMORANDUM

Date: January 8, 2020
To: City Council Members
From: Joseph Helfenberger, City Manager
Re: Affordable Housing Considerations



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If the City Council wishes to proceed, I would recommend that the City Council direct me to negotiate agreements with each party that would be brought back to the City Council to consider for approval. I am enclosing the proposals of the two parties.

Enclosures



Our goal is to assist low to moderate family and individuals to become homeowners and renters of decent, safe, sanitary affordable housing.

October 23, 2019

City of Lake City
205 North Marion Ave.
Mr. Joe Helfenberger, City Manager

Re: Surplus Properties

Dear Mr. Helfenberger,

As Executive Director of the Greater Lake City Community Development Corporation, I am submitting a request for acquisition of surplus properties owned by the city.

Our mission is to assist low to moderate income families and individuals to become home owners and renters of safe decent and affordable housing, a worthy and much needed vision. But in order to accomplish this we need your help, that's why we look to and depend on our local government for assistance in our community development projects.

Our plan is to arrest the decline of property value, help communities reverse slum and blight and work to build equity in our community.

Your commitment to this project will positively impact the economic stability of this community; our request is for the properties listed below.

405 NE Escambia St. Parcel: 00-00-00-12060-000.
515 NE Hernando Ave. Parcel: 00-00-00-12039-000,
497 NE Hernando Ave. Parcel: 00-00-00-12040-000
Hernando Ave. Parcel: 00-00-00-12043-000

Thank you, for your support.

Lester McKellum,
Executive Director

A Copy of the official registration and financial information may be obtained from the Division of Consumer service by calling toll-free (800-435-7352) within the state. Registration does not imply endorsement, approval, or recommendation by the state.

E-mail: greaterlakecitycdc@hotmail.com

Web: www.greaterlakecitycdc.com

363 NW Bascom Norris Drive
Lake City, Florida 32055

Office: (386) 752-9785
Fax: (386) 752-9785