

Due to the COVID-19 social distancing requirements, the City of Lake City will hold the August 3, 2020 City Council Meeting via telephonic and video conferencing communications media technology.

To participate: The City Council Meeting instructions are located on Page 4 of this agenda.

**AGENDA
CITY OF LAKE CITY
City Council Meeting
August 3, 2020
6:00 P. M. via Communications Media Technology**

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

1. ROLL CALL

2. PROCLAMATIONS

None

3. MINUTES

None

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

7. APPROVAL OF CONSENT AGENDA

None

8. OLD BUSINESS

None

9. NEW BUSINESS

A. Discussion and Possible Action: Request to forgive Code Enforcement Liens in the amount of \$58,000.00 on Parcel Number 11918-000, located at the corner of NE Cooley Avenue and NE FAMU Lane, for Ricardo Dandy, current owner (David Young)

B. RESOLUTIONS:

1. City Council Resolution No. 2020-066, if adopted, will ratify the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.
2. City Council Resolution No. 2020-067, if adopted, will authorize the extension of the initial agreement with James Moore & Co., P.L. for outside auditing services for the Fiscal Years ending September 30th of 2021, 2022 and 2023.
3. City Council Resolution No. 2020-068, if adopted, will authorize the execution of an Amendment to the Traffic Signal Maintenance and Compensation Agreement with the State of Florida, Department of Transportation, previously authorized by City Council Resolution No. 2015-030.
4. City Council Resolution No. 2020-069, if adopted, will authorize the City to enter into an agreement related to utility work to be performed by the Florida Department of Transportation for construction and improvements to State Road 25, also known as U. S. Highway 41; and authorizes the City to enter into a Third-Party Agreement with the Department of Financial Service, Division of Treasury, to pay the Florida Department of Transportation \$13,200.00 for the construction of the improvements.
5. City Council Resolution No. 2020-070, if adopted, constitutes the Fiscal Year 2020-21 Preliminary Fire Assessment Resolution; relating to the provision of fire protection services, facilities and programs in the City of Lake City, Florida; confirming previous

resolutions as amended; reimposing fire protection assessments and establishing fire protection not-to-exceed assessment rates; directing the preparation of the Preliminary Assessment Roll; authorizing a public hearing and directing the Provision of Notice thereof; and providing an effective date.

C. Designation of FLC Conference Voting Delegate (Mayor Witt)

The FLC will host the 2020 Virtual Annual Business Meeting on Friday, August 14, at 2:00 p.m. Due to the circumstances regarding COVID-19, the meeting will be remote access only **via Zoom**. It is important that each municipality designate one official as “voting delegate” to participate in voting for League leadership and adoption of resolutions that determine the direction of the League.

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.

Communications Media Technology Instructions

Members of the public may attend the meeting online at:

<https://cityoflakecity.webex.com/cityoflakecity/onstage/g.php?MTID=e91a3269977ea9517cb49ffa8f1cebc71> ; or

Telephonic by toll number (no cost to the city), audio only: at 1-408-418-9388

Enter access code: 717 629 885 #

When asked for attendee number, press #

Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only:

1-844-992-4726

Enter access code: 717 629 885 #

When asked for attendee number, press #

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function and raise hand function to request to speak; or (2) telephonically when the chair requests public comment. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to submissions@lcfla.com no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also at:

<https://www.lcfla.com/citycouncil/page/city-council-regular-session-meeting-8-03-2020-cmt-only>

Meeting Date
August 03, 2020

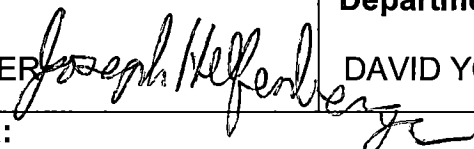
City of Lake City Report to Council

AGENDA	
Section	9
Item No.	A

SUBJECT: LIEN FORGIVNESS REQUEST
PARCEL 11918-000 Vacant Parcel

DEPT. / OFFICE: GROWTH MANAGEMENT

Originator: Ricardo Dandy – Current Owner

City Manager	Department Director	Date
JOSEPH HEFENBERGER 	DAVID YOUNG	06/25/20

Recommended Action:
Council Action Options:

1. Forgive all fees associated with this code enforcement.
2. File a lawsuit against current owner and previous owner to collect the fees
3. File a foreclosure suit on owner and city assume ownership of property
4. Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended within ninety (90) days of this council action
5. Forgive accumulated code enforcement fines on property but have owner pay code enforcement administrative fees expended and require property owner to submit plans and obtain permits for construction within twelve (12) months of this council action

Summary Explanation & Background:

1. 7/9/2015 – Code Officer Mike Renfroe cited this property in violation of 302.4 Weeds (IPMC) – Warning sent
2. 8/28/2015 – Second (2nd) inspection occurred, property was still in violation – 2nd violation notice sent
3. 10/14/2015 – Third (3rd) inspection occurred, parcel was found to still be in violation Notice of Special Magistrate Hearing sent of City Code (IPMC)
4. 11/12/2015 – Special Magistrate Hearing occurred, parcel was found to be in violation of City Code (IPMC).
Respondents were given fourteen (14) days to bring violations into compliance or a One Hundred Dollars (\$100.00) per day fine would start to occur.
Respondent was also ordered to pay the Code Enforcement Administrative cost of Seven dollars and Twenty-One cents (\$7.21)
Property violation became cured five hundred eighty-eight (588) days later
Fine accumulated for the number of days is: Fifty Eight Thousand Dollars (\$58,000.00)

Alternatives:
See above Council Action Options

Source of Funds:
Code Enforcement Administrative Expenditures from Growth Management Budget

Financial Impact of Council actions:

1. Property may or may not be improved
2. \$58,007.21 fines collected and property may or may not be improved
3. City foreclosed and assumes the property and sells property to collect fees
4. Forgive Code Enforcement fines but require Code Enforcement expenditures to be paid and property may or may not be improved.
5. Forgive Code Enforcement fines but require Code Enforcement expenditures to be paid and property is improved or fines and liens are reinstated

Exhibits Attached:

1. Code Enforcement Special Magistrate Orders
2. Tax Parcel Print Out
3. Tax Deed
4. Code Enforcement expenditures as detailed in the Code Enforcement Special Magistrate's Case Number 2015-220, Order number 3

Columbia County Property Appraiser

Jeff Hampton

2020 Working Values

updated: 6/5/2020

Parcel: << **28-3S-17-11918-000** >>

Aerial Viewer Pictometry Google Maps

Owner & Property Info

Owner	DANDY RICARDO ALONZO 406 LAMKIN ST PALM BAY, FL 329084728		
Site			
Description*	N DIV: LOT 1 TOM PAGE SURVEY, EX 0.50 ACRE IN NW COR. PB 1373-1905, WD 1411-1581,		
Area	1.255 AC	S/T/R	28-3S-17
Use Code**	VACANT (000000)	Tax District	1

*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.
 **The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2019 Certified Values		2020 Working Values	
Mkt Land (1)	\$6,837	Mkt Land (1)	\$6,837
Ag Land (0)	\$0	Ag Land (0)	\$0
Building (0)	\$0	Building (0)	\$0
XFOB (0)	\$0	XFOB (0)	\$0
Just	\$6,837	Just	\$6,837
Class	\$0	Class	\$0
Appraised	\$6,837	Appraised	\$6,837
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$6,837	Assessed	\$6,837
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$6,837 city:\$6,837 other:\$6,837 school:\$6,837	Total Taxable	county:\$6,837 city:\$6,837 other:\$6,837 school:\$6,837



Sales History

Sale Date	Sale Price	Book/Page	Deed	V/I	Quality (Codes)	RCode
5/11/2020	\$7,000	1411/1581	WD	V	Q	01

Building Characteristics

Bldg Sketch	Bldg Item	Bldg Desc*	Year Blt	Base SF	Actual SF	Bldg Value
NONE						

Extra Features & Out Buildings (Codes)

Code	Desc	Year Blt	Value	Units	Dims	Condition (% Good)
NONE						

Land Breakdown

Land Code	Desc	Units	Adjustments	Eff Rate	Land Value
000000	VAC RES (MKT)	54,700.000 SF - (1.255 AC)	1.00/1.00 0.25/1.00	\$0	\$6,837



City of Lake City

205 N. MARION AVE.
LAKE CITY, FLORIDA 32055

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

STATE OF FLORIDA

COUNTY OF COLUMBIA

I, Audrey E. Sikes, Clerk of the City of Lake City, DO HEREBY CERTIFY the attached to be a true and correct copy of City of Lake City Code Enforcement Special Magistrate Order - Case No. 2015-00000220 (4 pages), as promulgated and on file in the City Clerk's office and the official records of the City of Lake City, Florida.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the Corporate Seal of this City this 2nd day of December 2015.

SEAL OF THE CITY OF LAKE CITY, FLORIDA.


AUDREY E. SIKES, MMC
City Clerk

Mayor-Council Member
STEPHEN M. WITT

Vice-Mayor-Council Member
MELINDA MOSES

Council Members
EUGENE JEFFERSON
ZACK PAULK
GEORGE WARD

City Attorney
HERBERT F. DARBY

City Manager
WENDELL JOHNSON

City Clerk
AUDREY E. SIKES

CODE ENFORCEMENT SPECIAL MAGISTRATE
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 2015-00000220

PETITIONER,

v.

AMY HART,

RESPONDENT.

ORDER

THIS CAUSE came before the Special Magistrate on November 12, 2015, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner, makes the following findings of fact and conclusions of law and thereupon orders, as follows:

Findings of Fact

1. Respondent, Amy Hart ("Respondent"), is the owner of a real property vacant lot located at the corner of NE Cooley Avenue and NE FAMU Lane in Lake City, Florida, Columbia County Property Appraiser Parcel ID No. 28-3S-17-11918-000 ("Property").
2. City of Lake City Code Inspector Mike Renfroe initially inspected Respondent's property on July 9, 2015, and observed grass and weeds exceeding twelve (12) inches in height.
3. On July 9, 2015 Petitioner sent a Warning Notice via USPS first class mail to Respondent at 954 NE FAMU Lane, Lake City, Florida 32055, describing the alleged violation and requesting that Respondent correct the violation on or before August 9, 2015.

4. City of Lake City Code Inspector Mike Renfroe re-inspected the Property on August 27, 2015 and the conditions were unchanged.
5. On August 28, 2015 Petitioner sent a Notice of Violation (NOV) via USPS certified mail to Respondent, again describing the alleged violation on the Property and requesting that Respondent correct the violation on or before September 28, 2015. A copy of the Notice of Hearing for October 8, 2015, was also enclosed. The certified mail was returned to Petitioner indicating that it was unclaimed.
6. On October 14, 2015, Petitioner re-sent the Notice of Violation and a new Notice of Hearing for November 12, 2015 via USPS certified mail to Respondent. The certified mail was returned to Petitioner on November 4, 2015 indicating that it was unclaimed.
7. On October 14, 2015, a copy of the Notice of Violation and a copy of the Notice of Hearing were also posted at the Property and at the City of Lake City City Hall.

Conclusions of Law

1. The authority of the undersigned special magistrate to hear and determine the violation alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations on the Property and provided with a reasonable period of time within which to correct the violations.
4. Respondent failed to timely correct the alleged violations on the Property.

5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.

Order

1. Respondent shall take the actions necessary to correct the violations found on the subject property within fourteen (14) days of the date of this Order.
2. In the event the subject property is not brought into compliance with Petitioner's Code of Ordinances on or before the 14th day, a daily fine of one-hundred dollars (\$100.00) will begin to accrue on the 15th day in accordance with Section 162.09, Florida Statutes, and may become a lien on the property upon which Petitioner may foreclose.
3. In addition, Respondent is ordered to pay Petitioner's enforcement costs in the amount of seven dollars and twenty-one cents (\$7.21) within ten (10) days of the date of this order. In the event such costs are not timely paid by Respondent, \$7.21 may be added to the amount of any lien placed on the subject property by Petitioner.

DONE AND ORDERED in this 1st day of December 2015.


JENNIFER B. SPRINGFIELD
SPECIAL MAGISTRATE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Respondent at 954 NE FAMU Lane, Lake City, Florida 32055 via USPS regular mail, and to Beverly Wisman, City of Lake City, Florida via electronic mail to wismanb@lcfla.com this 14 day of December 2015.



Jennifer B. Springfield

Cc via e-mail: Wendell Johnson
Robert Hathcox
Mike Renfroe

Ricardo Dandy
406 Lamkin St. SW
Palm Bay, FL 32908

Re: Property of Concern Parcel #28-3S-17-11918-00, 1 of 4 vacant lots located at the corner of NE Cooley Avenue and NE FAMU Lane in Lake City, FL Columbia County

To Whom It May Concern,

This serves as a request for lien forgiveness in relation to the aforementioned property of concern. This penalty was levied against the previous property owner for a period of 588 days prior to the current purchase and possession of the aforementioned property. Since the property was recently acquired, the land has been maintained both landscape wise and kept free of debris. The recent purchase of the aforementioned property split the property into 4 lots thus said property, upon purchase, had no visible liens when inquired by the family attorney. It is unknown why this lien remained unpaid previous to the aforementioned purchase. Future plans of the property is to build a family home for future occupancy.

Any questions or concerns can be directed to Ricardo Dandy at the address above.

Thanks,

Ricardo Dandy

Ricardo Dandy

This instrument Prepared by and When Recorded Return to:
Lloyd E. Peterson, Jr., Esq.
905 SW Baya Drive
Lake City, Florida 32025

The preparer of this instrument has performed no title examination nor has the preparer issued any title insurance or furnished any opinion regarding the title, existence of liens, the quantity of lands, included, or the location of the boundaries. The names, addresses, tax identification numbers provided by the parties and legal description was furnished by a surveyor.

Inst: 202012009151 Date: 05/15/2020 Time: 9:02AM
Page 1 of 3 B: 1411 P: 1581, P.DeWitt Cason, Clerk of Court
Columbia, County, By: PT
Deputy Clerk Doc Stamp-Deed: 49.00

Tax Parcel No.: 28-3S-17-11918-000

(Space above this line reserved for recording office use only)

**PERSONAL REPRESENTATIVE'S
WARRANTY DEED**

STATEMENT OF FACTS:

A. AMY R. HART ("Decedent"), a resident of Lake City, Florida, died intestate on or about August 1, 1967, whereby said property descended to multiple beneficiaries who signed Joinders, Waivers and Consents to the Petition for Authorization to Sell Real Property; whereby the Order Granting Petition for Authorization to Sell Real Property was recorded in Official Records Book 1373, Page 1906 of the public records located in Columbia County, Florida.

B. At the time of Decedent's death, Decedent owned 100% of the Real Property described below.

C. Grantor is the Personal Representative of the Estate of the Decedent pursuant to proceedings filed in the Circuit Court for COLUMBIA County, Florida in Case No. 2018-93-CP. The Order Appointing Personal Representative JAMES A. DANDY and Letters of Administration were issued to JAMES A. DANDY on December 4, 2018.

CONVEYANCE:

1. IDENTIFICATION OF GRANTOR

Name and address of Grantor: **JAMES A. DANDY, as Personal Representative
of the Estate of AMY R. HART, Deceased,
4750 Cumberland Dr., Savannah, GA 31405.**

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Name and address of Grantee: **RICARDO ALONZO DANDY, Individually,
406 Lamkin St., Palm Bay, FL 32908-4728.**

The word "you" as hereafter used means the Grantee.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

The property hereby conveyed (the "Real Property") is located in COLUMBIA County, Florida, more specifically described as follows:

That part of Lot 1, Tom Page Survey, an unrecorded subdivision, lying North of Summers Court, an unrecorded subdivision by B.G. Moore, dated January 15, 1960, recorded in Official Records Book 91, Page 290 of the Public Records of Columbia County, Florida,

LESS AND EXCEPT a square 0.5 acre in the Northwest corner of said Lot 1.

AND ALSO LESS AND EXCEPT that part within road right-of-way.

Tax Parcel #28-3S-17-11918-000.

together with all tenements (property capable of being held with unconditional power of disposition), hereditaments (inheritable interest in property), easements (right to use land of another) and appurtenances (right used with land for its benefit) belonging to or benefiting such property.

5. CONSIDERATION

Good and valuable consideration plus \$10.00 paid by you to me.

6. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5 which I have received, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. REPRESENTATION OF PERSONAL REPRESENTATIVE/TRUSTEE

I represent to you that:

- (a) I am duly appointed and qualified to act as Personal Representative of the Estate of the Decedent as identified in the Statement of Facts;
- (b) I have the power and authority to execute this Deed;
- (c) Property is **not** the constitutional homestead of Decedent.

8. EXCEPTIONS

This conveyance is subject to taxes for year 2020 and subsequent years.

Executed on 5/11/2020, 2020.

Signed in the presence of:

Cassandra Robinson Wint
Witness #1
Print Name: Cassandra Robinson Wint
Address: 1627 Mills B Lane Blvd
Savannah, GA 31405

JAMES A. DANDY
JAMES A. DANDY, as Personal
Representative of the Estate of AMY R. HART,
Deceased and Grantor
4750 Cumberland Dr.
Savannah, GA 31405

Monique Wint
Witness #2
Print Name: MONIQUE WINT
Address: 1627 Mills B Lane Blvd
Savannah, GA 31405

STATE OF GEORGIA
COUNTY OF CHATHAM

The foregoing instrument (Personal Representative's Deed) was acknowledged and subscribed before me by means of X physical presence or online notarization, this 11th day of May, 2020, by JAMES A. DANDY in his capacity as Personal Representative of the Estate of AMY R. HART, who is personally known to me or has produced State ID as identification.

Domenico Montini
Notary Public - State of Georgia
Print Name: Domenico Montini
Commission Expires: 12/01/2023

(SEAL)

Domenico Montini
NOTARY PUBLIC
CHATHAM COUNTY County
State of Georgia
My Comm. Expires 12/01/2023

CITY COUNCIL RESOLUTION NO. 2020-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S EXTENSION OF THE STATE OF EMERGENCY ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamations extending the current state of emergency,

copies of which is attached hereto as "Exhibits A and B"; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

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 Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

Section 3. This resolution shall be effective immediately upon adoption.

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

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective July 21, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective July 21, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 21st day of July 2020.

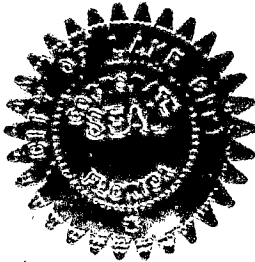
Stephen M. Witt
Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

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- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective July 28, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective July 28, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 28th day of July 2020.

Stephen M. Witt
Stephen M. Witt, Mayor
City of Lake City

CITY COUNCIL RESOLUTION NO. 2020-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXTENSION OF THE INITIAL AGREEMENT WITH JAMES MOORE & CO., P.L., FOR OUTSIDE AUDITING SERVICES FOR THE FISCAL YEARS ENDING SEPTEMBER 30TH OF 2021, 2022, AND 2023.

WHEREAS, by City Council Resolution No. 2018-009, the City of Lake City, Florida ("City") authorized the execution of an Agreement with James Moore & Co., P.L. ("James Moore"), to provide professional outside auditing services for the fiscal years ending September 30th of 2018, 2019, and 2020, and provided for an extension of the services for an additional three (3) years (hereinafter the "initial Agreement"); and

WHEREAS, the City administration has recommended awarding an extension of the initial Agreement for an additional three (3) years; and

WHEREAS, the City has received a response from James Moore relating to the City's inquiry about the costs associated with a three (3) year extension of the initial Agreement; and

WHEREAS, the City and James Moore desire to amend the initial Agreement for an additional three (3) years pursuant to and in accordance with the terms and conditions of the initial Agreement and the Addendum letter, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution (the "Addendum"), with the understanding that any conflicts in the provisions of the Addendum with the initial Agreement shall be resolved and controlled by the provisions of the initial Agreement.

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

Section 1. The Mayor is authorized to execute the Addendum for, and on behalf of, the City.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

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

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

EXHIBIT A



July 24, 2020

To the Honorable Mayor and City Council Members,
City of Lake City, Florida:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lake City, Florida (the City), as of September 30, 2021, 2022 and 2023, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2021, 2022 and 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules
3. Pension and OPEB Schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance.
2. General and nonmajor fund combining schedules.
3. Schedule of net revenues and debt service coverage.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Data Collection Form

Prior to the completion of our engagement, if applicable, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance), Section 215.97, Florida Statutes, Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; *Government Auditing Standards* of the Comptroller General of the United States of America; Section 215.97, Florida Statutes, Florida Single Audit Act; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, a determination of major state project(s) in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal

control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Audit of Major Program/Project Compliance

Our audit of the City's major federal award program(s) and state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state projects.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements;
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the nonfederal entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the commencement of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the years ended September 30, 2021, 2022, and 2023, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the City complied in all material respects with the Statutes.

Practitioner Responsibilities

We will conduct our examinations in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether the City is in compliance, in all material respects, in conformity with the Statutes. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to the Statutes, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which compliance with the Statutes will be evaluated; and
3. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the Statutes such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - (2) Additional information that we may request from management for the purpose of the examination; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report(s) upon completion of our examination of compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion

will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We are not the custodian of, and accepts no responsibility for your financial and non-financial data. You acknowledges that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Single Audit Fee per Major Program (if applicable)</u>	<u>CRA Audit</u>
2021	\$51,900	\$3,500	\$5,000
2022	\$53,400	\$3,500	\$5,000
2023	\$55,000	\$3,500	\$5,000

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days' notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2023, a new engagement can be entered into for an additional three-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

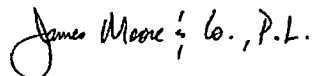
We will perform the following nonattest services: Preparation of financial statements and schedule of expenditures of federal awards and state financial assistance, preparation of data collection form, assistance with depreciation schedules (if requested). With respect to any nonattest services we perform, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Donna Duncan) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter hereby incorporates the terms and conditions outlined in the Contract Between City of Lake City, Florida and James Moore & Co., P.L. dated February 12, 2018.

We appreciate the opportunity to be of service to the City of Lake City, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake City, Florida.

By _____

Title _____

Date _____

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 11, 2018

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddock Reid Embank Betts PLLC

CITY COUNCIL RESOLUTION NO. 2020-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, PREVIOUSLY AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2015-030.

WHEREAS, the City of Lake City, Florida, ("City") and the State of Florida, Department of Transportation ("FDOT"), entered into a Traffic Signal Maintenance and Compensation Agreement (the "Agreement"), authorized by City Council Resolution No. 2015-030; and

WHEREAS, the City and FDOT desire to modify the Agreement pursuant to the terms and conditions contained in an *Amendment to the Traffic Signal Maintenance and Compensation Agreement* (the "Amendment"), a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the City finds that it is in the best interest of the public and its citizens to enter into the Amendment.

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

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

Section 2. The City is hereby authorized to enter into the Amendment with FDOT and the Mayor is authorized to execute the Amendment for, and on behalf of, the City.

FLK/bm
07/22/2020

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
06/16
Page 1 of 1

CONTRACT NO. ARV20
FINANCIAL PROJECT NO. 41352018809
F.E.I.D. NO. F596000352018
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Lake City, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Lake City, Florida
(Maintaining Agency)

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: James Hannigan

Title: _____

Title: District Traffic Operations Engineer

Legal Review: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A											
Compensation for Maintaining Traffic Signals and Devices for FY 2021											
Effective Date: from 07/01/2020 to 06/30/2021											
CITY OF LAKE CITY											
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMITS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at NE COMMONS BLVD/FAITH RD. (PUBLIX)		\$5,003									\$5,003
SR10, (US90) at SR93, (I-75) NB RAMP		\$5,003									\$5,003
SR10, (US90) at NW RIDGEWOOD DR.		\$5,003									\$5,003
SR10, (US90) at SR247, BRANDFORD HWY.		\$5,003									\$5,003
SR10, (US90) at COMMERCE BLVD.		\$5,003									\$5,003

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2021

**Effective Date: from 07/01/2020 to 06/30/2021
CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10, (US90) at BROOKSIDE DR.		\$5,003									\$5,003
SR10, (US90) at REAL ROAD		\$5,003									\$5,003
SR10, (US90) at BASCOM NORRIS DRIVE		\$5,003									\$5,003
SR10, (US90) at LAKE CITY MALL ENT.		\$5,003									\$5,003
SR10, (US90) at HOLIDAY INN/FLA. GATEWAY		\$5,003									\$5,003

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

Compensation for Maintaining Traffic Signals and Devices for FY 2021

**Effective Date: from 07/01/2020 to 06/30/2021
CITY OF LAKE CITY**

Intersection Location	Traffic Signals (TS)	Traffic Signal & Interconnected & mentioned (IMTIO)	Intersection Control Beacon (ICB)	Positioning Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR10A, (US90A) BAYA DR. at ERMINE ST.				\$000							\$698
SR10A, (US90A) BAYA DR. at SR10, (US90) WEST		\$6,000									\$6,000
SR10A, (US90A) BAYA DR. at MC FARLAND AVE.		\$5,000									\$5,000
SR10A, (US90A) BAYA DR. at SR25, (US41) MAIN BLVD.		\$6,000									\$6,000
SR10A, (US90A) BAYA DR. at SR25A, MARION AVE.		\$6,000									\$6,000

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

EXHIBIT A

Exhibit A											
Compensation for Maintaining Traffic Signals and Devices for FY 2021											
Effective Date: from 07/01/2020 to 06/30/2021											
CITY OF LAKE CITY											
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR25/100, (US41) MAIN BLVD. at NW LONG ST.	\$3,482										\$3,482
SR25A, (US41) MAIN BLVD. at NW MADISON ST.		\$5,003									\$5,003
SR25A/47, (US441) MARION AVE. at CR100A		\$5,003									\$5,003
SR47 at SW BASCOM NORRIS DR.	\$3,482										\$3,482
Total Lump Sum Amount*										\$124,219.00	

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Reimbursement for Maintenance and Operation

Exhibit A

**Compensation for Maintaining Traffic Signals and Devices for FY
2021**

**Effective Date: from 07/01/2020 to 06/30/2021
CITY OF LAKE CITY**

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$124,219.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

MEETING DATE
August 3, 2020

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	9
ITEM NO.	B 4

Resolution No. 2020-069

SUBJECT: DOT Manhole and Valve Boxes Adjustment (Project ID 436178-1-52-01)

DEPT / OFFICE: Distribution & Collections

Originator: Brian Scott, Director of Distribution and Collections		
City Manager Joseph Helfenberger	Department Director Paul Dyal	Date 07-22-2020
Recommended Action: Council approval to pay the Department of Transportation from funds in account 410.78.36-060.64.		
Summary Explanation & Background: <p>The City of Lake City Distributions & Collections department is requesting funds to pay the Florida Department of Transportation (FDOT) \$13,200.00 for the FDOT Manhole and Valve Adjustment Project (ID 436178-1-52-01). The costs to be paid to FDOT reflect City of Lake City water/sewer valve box and manhole frame/cover tops vertical adjustments (includes lowering and/or raising existing, as required), this work will be included with the FDOT's construction project in Columbia County on SR 25 (US 41) from US 90 to I-10.</p> <p>These type of agreements between the City and FDOT are beneficial to the City as we have assets within FDOT work areas. Having this work completed by FDOT contractors alleviates the City from being held responsible for holding up FDOT contractors and delaying the project. These agreements also release the City from any liability within the project area as all work is performed under FDOT specifications/inspectors and no City staff is involved in the construction aspect.</p>		
Alternatives: Have City Staff do the work and run the risk of delaying FDOT's work schedule.		
Source of Funds: 410.78.536-060.64		
Financial Impact: \$13,200.00.		
Exhibits Attached: 1) FDOT Form 710-010-57 Utility Work by Highway Contractor Agreement		

CITY COUNCIL RESOLUTION NO. 2020-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT RELATED TO UTILITY WORK TO BE PERFORMED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION AND IMPROVEMENTS TO STATE ROAD 25, ALSO KNOWN AS U.S. HIGHWAY 41; AND AUTHORIZING THE CITY TO ENTER INTO A THIRD-PARTY AGREEMENT WITH THE DEPARTMENT OF FINANCIAL SERVICE, DIVISION OF TREASURY, TO PAY THE FLORIDA DEPARTMENT OF TRANSPORTATION \$13,200.00 FOR THE CONSTRUCTION OF THE IMPROVEMENTS.

WHEREAS, the City of Lake City, Florida ("City") owns or controls certain utility facilities ("Facilities"), more specifically identified in the *Utility Work by Highway Contractor Agreement* attached hereto as Exhibit A, located along U.S. Highway 41; and

WHEREAS, the State of Florida Department of Transportation ("Department") is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as, State Road 25 (436178-1-52-01), otherwise known as U.S. Highway 41, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the Department's design ("Utility Work"), more particularly described in Exhibit A, and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the City is willing to work with the Department under certain terms and conditions which are included in the provisions of the Agreement

FLK/bm
07/22/2020

(Exhibit A); and

WHEREAS, the City agrees to enter into a *Third Party Escrow Agreement* (“Escrow Agreement”) with the Department of Financial Services, Division of Treasury, as is required as part of the Utility Work Agreement. A copy of the Escrow Agreement is attached hereto at Exhibit B.

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 execute the *Utility Work by Highway Contractor Agreement* with the Department of Transportation.

Section 3. The City is hereby authorized to execute the *Third Party Escrow Agreement* with the Department of Transportation and the Department of Financial Services, Division of Treasury.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the *Utility Work by Highway Contractor Agreement* and *Third Party Escrow Agreement* as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the *Utility Work by Highway Contractor Agreement* and *Third Party Escrow Agreement* in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and the Department of Transportation and Department of Financial Services shall be deemed to be conclusive evidence of approval of such changes,

FLK/bm
07/22/2020

amendments, modifications, omissions, and additions, if any.

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

Financial Project ID: 436178-1-52-01	Federal Project ID: D219-141-B
Financial Project ID: N/A	
Financial Project ID: N/A	
Financial Project ID: N/A	
County: Columbia	State Road No.: 25
District Document No: 1	
Utility Agency/Owner (UAO): City of Lake City	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT," and _____ City of Lake City, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 436178-1-52-01, State Road No. 25, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires minor modifications to the Facilities or the FDOT's design more particularly described in Exhibit A attached hereto and by this reference made a part hereof, hereinafter referred to as "Utility Work," and full plans and technical specifications for the Utility Work are not required; and

WHEREAS, the FDOT will perform the Utility Work as part of the Project; and

WHEREAS, the UAO, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work; and

WHEREAS, the FDOT and the UAO desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Performance of Utility Work

- a. The FDOT will include the Utility Work in its plans and specifications for the Project and will include the Utility Work as part of the FDOT's construction of the Project. The preparation of the plans and specifications and the construction of the Project will be performed in such manner as the FDOT, in its discretion, deemed appropriate.
- b. All location, protection, relocation, adjustment, or removal of the UAO's Facilities which is not listed in Exhibit A shall be performed pursuant to a separate agreement.

2. Cost of Utility Work

- a. The UAO will, at least Thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, pay the FDOT the amount of \$ 13,200.00 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

- b. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above includes an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the Utility Work as set forth in Section 337.403(1)(b), Florida Statutes.
- c. Except for costs associated with any changes or additions to the Utility Work, the **FDOT** and the **UAO** agree that the deposit shall be an asset of the **FDOT** and that it constitutes a full and final lump sum payment for the cost of the Utility Work, without any requirement for a subsequent accounting for the use of the deposit.
- d. Pursuant to Section 337.403(1)(b), Florida Statutes, no changes or additions to the Utility Work will be made during the construction of the Project unless the **UAO** has made an additional deposit to cover the cost of the changes or additions. To the extent that the amount stated in Subparagraph 2.a. above exceeds the amount of the **FDOT** contractor's bid that applies to the Utility Work, such excess may be applied to cover the cost of the changes or additions. All changes or additions shall be subject to the limitations on supplemental agreements and change orders contained in Section 337.11(8), Florida Statutes.

3. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
 (LUMP SUM)

Form No. 710-010-57
 UTILITIES
 07/14

officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

5. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. ~~To the Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.~~
- b. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.

- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into other agreements for work not included in Exhibit A for Facilities located within the limits of the Project. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. Time is of essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:

Stephen M. Witt, Mayor
City of Lake City
205 North Marion Avenue
Lake City, Florida 32025

If to the FDOT:

John P. McCarthy
FDOT
1109 South Marion Avenue
Lake City, Florida 32025

7. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes to Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(LUMP SUM)

Form No. 710-010-57
UTILITIES
07/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Lake City

BY: (Signature) _____

DATE: _____

(Typed Name: Stephen M. Witt)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation and Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: N/A

(Typed Name: N/A)

(Typed Title: N/A)

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AGREEMENT SUMMARY SHEET

350-020-03
COMPTROLLER
9/18

Attach this completed form to the agreement and forward to the
LFA Section in the OOC, General Accounting Office, M.S. 42B.
If you have have any questions, please call
850-414-4867 or 850-414-4889.

1. Participants Name: City of Lake City
 Participants Address: 205 North Marion Avenue
 City, State, Zip: Lake City, Florida 32025
 Contact: Stephen M. Witt Phone Number: (386) 719-5826
 E-Mail Address: sikesa@lcfia.com Fax Number: N/A
 Federal Employer ID # and address sequence: F59-6000352-002
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: 205 North Marion Avenue
Lake City, FL 32025

3. District Contact Person: John P. McCarthy Phone Number: (386) 961-7452
 District Number: 2 - Lake City Fax Number: (386) 758-3736

4. Agreement Date: _____ 5. Date Form Modified: _____

6. Agreement Amount: 13,200.00 7. Escrow Deposit Due Date: 9/25/2020
 Amount Due: \$ N/A Additional Deposit Due Date: N/A
 Amount Due: \$ N/A Additional Deposit Due Date: N/A
 Amount Due: \$ N/A

8. County Name: COLUMBIA 9. FDOT County Number: 29

10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: _____

Is payback to be made in: Scheduled Payments Quarterly Lump Sum

11. Participant is responsible for (check one): 100% Other Percentage (_____ %)
 Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

12. Description of work: Highway Contractor to adjust water valve boxes and sewer manhole lids within limits of the project. Resurfacing

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
436178-1-52-01	13,200.00	LF	0	N/A	100%

19. Has WP been updated to reflect the changes on this form? Yes No

20. Comments: Amount includes a 10% State Contingency.

EXHIBIT A

Florida Department of Transportation
Office of the Comptroller
Wire and ACH Instructions



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash
Deposit Trust Fund K 11-78 with Department of Financial Services**

Please wire or ACH funds to:
Department of Financial Services
c/o Wells Fargo Bank, N.A.
1 Independent Drive
Jacksonville, Florida 32202
Phone: (813) 225-4338

ESCROW WIRING and ACH INSTRUCTIONS

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

SUBSTITUTE FORM W9: The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

Exhibit “A”

Scope of Work

FPID # 436178-1-52-01: The costs within this Agreement reflect City of Lake City water / sewer valve box and manhole frame/cover tops vertical adjustment (includes lowering and/or raising existing, as required) work to be included with the FDOT’s construction project in Columbia County on SR 25 (US 41) from US 90 to I-10.

EXHIBIT A

WORKSHEET FOR LUMP SUM AGREEMENT FOR ALACHUA, BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES

FPID:

UAO:

NOTE: This worksheet is intended for calculating the lump sum agreement amount only and is not intended to be an attachment or appendix to the Lump Sum Utility Agreement. The below notes are for informational purposes to the Utility Coordinator only.

PAVEMENT	EACH	QUANTITY	TOTAL AMOUNT
QUANTITY 425-5-1 MANHOLE	\$1,150.00	8	\$9,200.00
QUANTITY 425-6 VALVE	\$800.00	3	\$2,400.00
SIDEWALK/ ADA/ RAMPS	EACH	QUANTITY	TOTAL AMOUNT
QUANTITY 425-5-1 MANHOLE	\$575.00	0	\$0.00
QUANTITY 425-6 VALVE	\$400.00	1	\$400.00
+10% STATUE REQUIREMENTS			\$1,200.00
GRAND TOTAL			\$13,200.00

if there is only one adjustment you will need to add an additional 50%

USE ½ PRICE FOR MANHOLES OR VALVES IN SIDEWALK/ADA RAMPS/DITCHWORK (ONLY 1 ADJUSTMENT IS NEEDED).

IF WATER METER ADJUSTMENTS ARE NEEDED PLEASE NOTE AND USE PAY ITEM AND PRICE FOR WATER VALVE. REMEMBER TO LET PROJECT MANAGER AND DESIGN CONSULTANT KNOW TO ADD THE FOLLOWING PAY ITEM NOTE: WATER METERS ARE INCLUDED IN WATER VALVE PAY ITEM.

IF FDOT CONTRACTOR IS TO PERFORM ADJUSTMENTS INCLUDE THE FOLLOWING NOTE IN SECTION B OF THE UTILITY WORK SCHEDULE: FDOT CONTRACTOR SHALL ADJUST MANHOLES/VALVES/WATER METERS AS NOTED IN ROADWAY PLANS.

IF UAO IS PERFORMING ADJUSTMENTS EACH LOCATION NEEDS TO BE IDENTIFIED IN THE UTILITY WORK SCHEDULE

EXHIBIT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

710-010-08
UTILITIES
OGC-04/17

Financial Project ID: 436178-1-52-01	Federal Project ID: D219-141-B
County: Columbia	State Road No.: 25
District Document No: 1	
Utility Agency/Owner (UAO): City of Lake City	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest (hereinafter referred to as the **UAO**), agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **DEPARTMENT**) relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or \$2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement. The **UAO** will provide a certification with the invoice that states the following: "The **UAO** certifies that all manufactured products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410 as amended except for the foreign source steel and/or iron allowance of 0.1% of the total amount of the agreement between the Florida Department of Transportation and the **UAO**, or \$2,500.00 whichever is greater."

(5) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
(Appendix A of Assurances)

(6) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(7) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT B

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Lake City ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: **SR 25 (US 41) from US 90 to I-10**
Project #: **436178-1-52-01**
County: **Columbia**

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

EXHIBIT B

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

EXHIBIT B

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

For PARTICIPANT (signature)

Name and Title

Name and Title

Federal Employer I.D. Number

F596000352-002

Federal Employer I.D. Number

Date

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

CITY COUNCIL RESOLUTION NO. 2020-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONSTITUTING THE FISCAL YEAR 2020-21 PRELIMINARY FIRE ASSESSMENT RESOLUTION; RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE CITY, FLORIDA; CONFIRMING PREVIOUS RESOLUTIONS AS AMENDED; REIMPOSING FIRE PROTECTION ASSESSMENTS AND ESTABLISHING FIRE PROTECTION NOT-TO-EXCEED ASSESSMENT RATES; DIRECTING THE PREPARATION OF THE PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 2. PURPOSE AND DEFINITIONS.

This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, as codified; it initiates the annual process for updating the Assessment Roll and directs the imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2020. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and in subsequently adopted Preliminary and Annual Resolutions. Except as amended and modified by this Resolution, Resolution Nos. 2008-058 and 2008-064 and all subsequent Preliminary and Annual Resolutions, as may have been subsequently amended, are hereby confirmed and ratified. The term "2019 Update Report" in this and subsequent Resolutions shall refer to the "City of Lake City Fire Assessment Update Study – Final Technical Report, dated July 15, 2019", by Tindale-Oliver & Associates, Inc., (attached to and incorporated in Resolution No. 2019-089).

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the imposition of Fire Protection Assessments for fire protection services, facilities, or programs against Assessed Property located within the City, the City shall provide fire protection services to such Assessed Property. A portion of the cost to provide such fire protection services, facilities, or programs shall be funded from proceeds of the Fire Protection Assessments. The remaining costs required to provide fire protection services, facilities, and programs shall be funded by legally available City revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in the 2020 Update Report.

SECTION 4. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories identified in the 2019 Update Report. Fire Protection Assessments shall be computed in the manner set forth in the Initial and Final Resolutions as amended and confirmed by Preliminary and Annual Resolutions adopted in each subsequent year, in the 2019 Update Report and Resolution No. 2019-089, and in this Preliminary Resolution.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the 2019 Update Report, Resolution No. 2019-089 and this Resolution. It is hereby ascertained, determined and declared that the findings, calculations and conclusions in the 2019 Update Report as applied in this Resolution are sound, fair and reasonable. The findings of special benefit and reasonable apportionment declared in the Ordinance, the Initial Resolution, the Final Resolution and subsequent Preliminary and Annual Resolutions, as amended by this Preliminary Resolution, and the 2019 Update Report are hereby affirmed and confirmed.

(C) The Fire Protection Assessments to be imposed for the Fiscal Year commencing October 1, 2020, are hereby established and adopted as follows:

FY2020-21 Fire Protection Assessment Rates

Residential Property Category	Units	Not To Exceed Rates
Single Family Residential	Rate per Dwelling Unit	\$252.02
Multi-Family Residential	Rate per Dwelling Unit	\$210.95
Nonresidential Property Category	Units	Not To Exceed Rates
Commercial	Rate per Square Foot	\$0.1612
Industrial/Warehouse	Rate per Square Foot	\$0.0417
Vacant Land	Rate per Parcel	\$ 50.40

(D) The Fire Protection Assessment imposed on any Assessed Parcel shall be determined as follows:

- (1) Single-Family Residential - For each Single Family Residential Assessed Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of single-family dwelling units on the parcel;
- (2) Multi-Family Residential - For each Multi-Family Residential Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of multi-family dwelling units on the parcel;
- (3) Non-Residential Property – Except for Recreational Vehicle Park property, the Fire Protection Assessment imposed for each Building of Non-Residential use shall be the applicable rate by Non-Residential rate category shown in subsection (C) above multiplied by the number of square feet of that Building. If multiple buildings are located on a parcel, this calculation shall be performed for each Building, and the total Fire Protection Assessment for that parcel shall be the sum of the total calculated for each Building;
- (4) Recreational Vehicle Park Property – Notwithstanding the procedure in subsection (D)(3) of this section for Non-Residential Property, the Fire Protection Assessment for each Tax Parcel of Recreational Vehicle Park property shall be computed as follows:
 - (i) aggregate the amount of square footage for each Tax Parcel of Recreational Vehicle Park with recreational vehicle park spaces as reported to the Department of Health at 1,200 square feet each, with mobile home spaces as reported to the Department of Health at 2,400 square feet each, and with tent spaces as reported to the Department of Health at 500 square feet each;
 - (ii) assign the respective square foot rate of the Fire

Protection Assessments shown in subsection (C) above for Commercial Property to the aggregated square footage of Recreational Vehicle Park property as calculated in subsection (4)(i) of this section.

(5) Vacant Property – For each Vacant Tax Parcel, excluding Agricultural Property as defined in Resolution No. 2017-065, the Fire Protection Assessments shall be equal to the rate shown in subsection (C) above for Vacant Property imposed on each Tax Parcel.

(6) Mixed Use Property – The Fire Protection Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

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

(F) The provisions for Indigency Relief, Section 9 of Resolution No. 2008-058, and Extraordinary Vacancy Adjustment for Recreational Vehicle Parks, Section 10 of Resolution No. 2008-058, are hereby affirmed and ratified.

SECTION 5. ANNUAL ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2020, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in Resolution No. 2008-058, as modified and confirmed by Preliminary and Annual Resolutions adopted in subsequent years, the 2019 Update Report, and this Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and Preliminary and Annual Resolutions adopted in subsequent years, the 2019 Update Report, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2020, be in printed form if the amount of the Fire Protection Assessment for each parcel of

property can be determined by the use of a computer terminal available to the public or available to City staff that will provide such information to the public.

(B) The amount any Tax Parcel has due as a delinquency or amount due of the Fire Rescue Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that Tax Parcel for Fiscal Year 2020-21.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services as set forth in Resolution Nos. 2002-055 and 2002-075, as amended or confirmed by Preliminary and Annual Resolutions adopted in subsequent years, the 2019 Update Report and Resolution No. 2019-089, and this Preliminary Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the City.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m., or as soon as possible thereafter, on September 9, 2020, in the City Council Chambers of City Hall, 205 North Marion Avenue, Lake City, Florida, or through the use of communications media technology allowing remote public participation with no public in-person attendance if authorized by the Governor and as determined necessary by the Town Commission, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2020 and collecting such assessments on the same bill as ad valorem taxes; provided, however, that Fire Protection Assessments for Government Property may be collected pursuant to Section 46-130 of the Code of the City of Lake City, Florida. Fire Protection Assessments adopted and imposed by the City after the public hearing shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The adoption of an Annual Rate Resolution after the public hearing shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Rate Resolution.

SECTION 7. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 6 of this Preliminary

Rate Resolution in the manner and time provided in Section 46-101 of the Code of the City of Lake City, Florida. The notice shall be in substantially the same form as set forth in Appendix C of Resolution No. 2009-074 with changes as needed to conform to this Resolution. The notice shall be published no later than August 20, 2020.

SECTION 8. NOTICE BY MAIL. The City Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 46-105 of the Code of the City of Lake City, Florida so require. The notice shall contain the information required by Florida Statutes Section 197.3632 and/or be in substantially the same form as set forth in Appendix D of Resolution No. 2009-074 with changes as needed to conform to this Resolution. Such notices shall be mailed no later than August 20, 2020.

SECTION 9. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be used for the provision of fire protection services, facilities, and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs.

SECTION 10. CONFLICTS. If any Section, part of Section, paragraph, clause, phrase or word of this Resolution is in conflict with any other provisions of previously adopted Fire Protection Assessment Resolutions, the provisions of this Resolution shall prevail.

SECTION 11. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of August, 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

9 C



TO: Key Officials
FROM: Michael Sittig, Executive Director
DATE: July 14, 2020
SUBJECT: Transmittal of the 2020 Proposed Resolutions

Attached are the proposed resolutions that are being submitted for consideration by the FLC Resolutions Committee, which will convene **Thursday, August 13, at 11:00 a.m.** Due to the circumstances regarding COVID-19, this committee will meet remotely via Zoom.

The Resolutions Committee is charged with considering official resolutions relating principally to constitutional, congressional and commemorative issues. The committee will review and vote on each resolution and then forward the committee's recommendations to the League's membership at the Business Session, which will take place **Friday, August 14, 2020 at 2:00 p.m.**

It is at the Business Session where the League's voting delegates vote on the Report of the Resolutions Committee. **Please forward this packet to your city's voting delegate in preparation for the Business Session.** Please note, proposed resolutions are subject to change by the Resolutions Committee.

Proposed resolutions may also be submitted directly to the Resolutions Committee or the Business Session. These resolutions will be considered late-filed and will require a favorable two-thirds vote of the committee or the voting delegates, respectively, in order for them to be considered.

Should you have any questions, please contact Allison Payne at the League office at (850) 545-2755 or email apayne@flcities.com.

Attachments

**LOCAL
VOICES
MAKING
LOCAL
CHOICES**



301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757



Phone: 850.222.9684
Fax: 850.222.3806



flcities.com

Voting Delegate Information/Reminder to Designate a Delegate

The Florida League of Cities will host the 2020 Virtual Annual Business Meeting **Friday, August 14, 2020 at 2:00 p.m.** The meeting will be remote access only via Zoom. If voting delegates need to cast their vote by means other than a voice vote, each delegate will be provided with a link and login credentials to vote using Association Voting software.

Voting delegates will receive a link with log-in credentials for their city and further instructions the week of the meeting.

To prepare for this meeting, we encourage you to:

- Use a computer with a built-in camera and microphone. This will allow members to be seen and heard during the meeting.
- Use a headset with microphone for optimal sound and speech quality
- Have a high speed internet connection
- Download and install the latest version of Zoom Version 5.1.0 (27830.0612) <https://zoom.us/download>
- Prior to the meeting, run a test Zoom meeting using this link <https://zoom.us/test>. This will ensure you have the minimum requirements to participate in Zoom meetings.

It is important that each municipality designate one official to be the voting delegate for the FLC Business Meeting. Election of League leadership and adoption of resolutions are undertaken during the business Session.

If your city has not chosen a delegate, please see the attached form. Voting delegate forms (or any changes to the voting delegate) must be received by the League no later than **August 7, 2020**.

If you have any questions regarding voting delegates, please contact Eryn Russell at erussell@flcities.com.

**Voting Delegate Form
FLC Virtual Annual Business Meeting
Florida League of Cities, Inc.
August 14, 2020**

It is important that each member municipality designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. The chosen delegate will receive an email with further electronic voting instructions closer to conference. For this reason, it is important that we have the correct email on file for the voting delegate. **If the delegate changes, please notify us no later than August 7, 2020.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

Email of Delegate: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Fax: (850) 222-3806
Email: erussell@flcities.com