

6:30 P.M. COMMUNITY REDEVELOPMENT AGENCY  
(CRA) MEETING

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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**April 5, 2010**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Mayor Witt

1. **ROLL CALL**

2. **MINUTES**

A. Regular Session-March 15, 2010

3. **APPROVAL OF AGENDA**

OPEN PUBLIC HEARING

*Public Hearing required by the provisions of Section 180.136, Florida Statutes, relating to the City's proposed revisions and increases in the water and sewer utility rates and other charges as provided for in proposed City Council Ordinance No. 2010-1199.*

CLOSE PUBLIC HEARING

4. **APPROVAL OF CONSENT AGENDA**

- A. Tetra Tech, Inc., Invoice No. 50337949, \$5,220.00  
(Kicklighter Road)
- B. Henry A. Sheldon, P. E., Invoice No.1179,  
\$3,601.25

5. **PERSONS WISHING TO ADDRESS COUNCIL**

- A. Ms. Jenny Drawdy, Chamber President and Mr. Joel Foreman, Chair of the Government Relations Committee

6. **PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

7. **PROCLAMATIONS**

A. Linda Pennington Day-April 5, 2010

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

OPEN PUBLIC HEARING

A. ORDINANCES:

1. Ordinance No. 2010-1199 (first reading) relating to the City's proposed revisions and increases in the water and sewer utility rates and other charges as outlined

CLOSE PUBLIC HEARING

B. ADOPTION OF ORDINANCES:

1. Ordinance No. 2010-1199 (first reading)

C. RESOLUTIONS:

1. City Council Resolution No. 2010-025, confirming the selection of Laura Reissener made by a majority of the resident member and fund member trustees of the Board of Trustees of the General City Employees Retirement Plan to serve as the Fifth Member on the Board of Trustees
2. City Council Resolution No. 2010-026, appointing Dorci Gruel as a regular member to the Lake City Code Enforcement Board to fill a vacancy on the Board created by the resignation of Linda Jones

3. City Council Resolution No. 2010-027, authorizing the City to enter into a contract with Thomas F. Amodeo, doing business as A & A Trucking & Excavating, the lowest and best responsive bid, in the amount of \$49,794.00, for the demolition of old City Hall

*Note: This item was presented at the CRA Meeting on April 5, 2010.*

4. City Council Resolution No. 2010-028, ratifies and confirms the appointment of Clinton L. VanBennokom as an elected Police Officers' Trustee on the Board of Trustees of the Lake City Municipal Police Officers' Retirement Trust Fund to serve the remainder of the two-year term vacated by Timothy E. Murphy

5. City Council Resolution No. 2010-029, authorizing the City to enter into agreement for professional services with IBI Group, Inc. relating to services for the preparation of a new Community Redevelopment Agency Redevelopment Plan at a cost not to exceed \$94,100.00

*Note: This item was presented at the CRA Meeting on April 5, 2010.*

6. City Council Resolution No. 2010-030, authorizing the City to enter into Task Assignment Number Five with Jones Edmunds for the structural evaluation of the Blanche Hotel at a proposed lump sum fee of \$24,500.00

*Note: This item was presented at the CRA Meeting on April 5, 2010.*

7. City Council Resolution No. 2010-031, authorizing the City to approve the Façade Grant Program developed and recommended by the Lake City Community Redevelopment Agency ("CRA")

*Note: This item was presented at the CRA Meeting on April 5, 2010.*

City Council Agenda  
April 5, 2010  
Page 4

10. DEPARTMENTAL ADMINISTRATION
11. COMMENTS BY COUNCIL MEMBERS
12. ADJOURNMENT

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on March 15, 2010, beginning at 7:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida.

PLEDGE OF ALLEGIANCE

INVOCATION - Eugene Jefferson

1. ROLL CALL

- |                  |                              |
|------------------|------------------------------|
| Mayor            | Stephen M. Witt              |
| Vice Mayor       | Eugene Jefferson             |
| City Council     | Jake Hill, Jr.               |
|                  | Melinda Moses                |
|                  | George Ward                  |
| City Attorney    | Herbert F. Darby             |
| Sergeant-at-Arms | Police Chief Argatha Gilmore |
| City Manager     | Wendell Johnson              |
| City Clerk       | Audrey Sikes                 |

2. MINUTES

- A. Workshop Session- March 1, 2010
- B. Regular Session - March 1, 2010

**Mr. Ward made a motion to approve the Workshop Session- March 1, 2010 minutes and the Regular Session- March 1, 2010 minutes as published. Ms. Moses seconded the motion and the motion carried unanimously on a voice vote.**

3. APPROVAL OF AGENDA

**Ms. Moses made a motion to approve the agenda as presented. Mr. Jefferson seconded the motion and the motion carried unanimously on a voice vote.**

4. APPROVAL OF CONSENT AGENDA

- A. Darabi and Associates, Inc., Invoice No. 09-940-05-02, \$2,720.00 (Air Curtain Permit Modification)

- B. Tetra Tech, Inc., Invoice No. 50329563, \$3,092.87  
(Public Works Site Assessment Addendum Report)
- C. Tetra Tech, Inc., Invoice No. 50333680, \$3,680.00  
(Kicklighter Road)

**Ms. Moses made a motion to approve the consent agenda, consisting of items A-C listed above. Mr. Ward seconded the motion and the motion carried unanimously on a voice vote.**

- 5. PERSONS WISHING TO ADDRESS COUNCIL  
None

- 6. PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA  
None

- 7. PROCLAMATIONS
  - A. Water Conservation Month-April 2010

Mayor Witt presented the Water Conservation Month proclamation to Cindy Johnson on behalf of the Suwannee River Water Management District.

- 8. OLD BUSINESS  
None

- 9. NEW BUSINESS

- A. RESOLUTION:

- 1. City Council Resolution No. 2010-017, authorizing the City to enter into a contract with Elite Construction of Ocala, Inc. for work required by Bid Documents ITB-013-2010 for directional drills at two locations. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2010-017, authorizing the City to enter into a contract with Elite Construction of Ocala, Inc. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.**

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

2. City Council Resolution No. 2010-018, authorizing the City to enter into Letter Agreement with Severn Trent Environmental Services, Inc. to extend the City contract for meter reading services for an additional year commencing April 1, 2010, and terminating March 31, 2011. **Ms. Moses made a motion to adopt City Council Resolution No. 2010-018, authorizing the City to enter into a Letter of Agreement with Severn Trent Environmental Services, Inc. extending the City contract for meter reading services for an additional year commencing April 1, 2010, and terminating March 31, 2011. Mr. Ward seconded the motion. A roll call vote was taken and the motion passed.**

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

3. City Council Resolution No. 2010-019, awarding bid to George Construction for Housing Rehabilitation for Wynelle Wade, Unit No. 07-10 under the provisions of Community Development Block Grant Housing Rehabilitation Program DCA Contract No. 08DB-T3-03-22-02-H10. **Ms. Moses made a motion to adopt City Council Resolution No. 2010-019, awarding a bid to George Construction for Housing Rehabilitation for Wynelle Wade. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

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

4. City Council Resolution No. 2010-020, awarding bid to Hometown Homes for the demolition and construction of a replacement housing unit for Corine Mickler, Unit 07-11 under the provisions of Community Development Block Grant Housing Rehabilitation Program DCA Contract No. 08DB-T3-03-22-02-H10. **Mr. Ward made a motion to adopt City Council Resolution No. 2010-020, awarding a bid to Hometown Homes for the demolition and construction of a replacement housing unit for Corine Mickler. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.**

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

5. City Council Resolution No. 2010-021, awarding bid to Hometown Homes for the demolition and construction of a replacement housing unit for Lucas and Naomi Barber, Unit No. 07-12 under the provisions of Community Development Block Grant Housing Rehabilitation Program DCA Contract No.08DB-T3-03-22-02-H10. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2010-021, awarding a bid to Hometown Homes for the demolition and construction of a replacement housing unit for Lucas and Naomi Barber. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.**

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

6. City Council Resolution No. 2010-022, awarding bid to Hometown Homes for the demolition and construction of a replacement housing unit for Pearl Walker Spencer, Unit No. 07-13 under the provisions of Community Development Block Grant Housing Rehabilitation Program DCA Contract No. 08DB-T3-03-22-02-H10. **Ms. Moses made a motion**



to adopt City Council Resolution No. 2010-022, awarding a bid to Hometown Homes for the demolition and construction of a replacement housing unit for Pearl Walker Spencer. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.

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

7. City Council Resolution No. 2010-023, if adopted, will oppose an amendment to the Florida Constitution that would require voters to decide all changes to a City or County Comprehensive Plan. Mr. Glenel Bowden, 1156 Northeast Bascom Norris Drive, Lake City, spoke in favor of City Council Resolution No. 2010-023, asking for Council's support. Mr. Bowden cited two adverse effects of this Amendment: election costs and delay of development. Mr. Bowden asked members to help educate the voters on why they should vote against this amendment. Mr. Ward stated if the amendment passes, the election costs to hold special elections would be significant. Mr. Johnson asked for approval to transmit a letter to the Legislative Delegation and the news media pertaining to this topic. **Mr. Hill made a motion to adopt City Council Resolution No. 2010-023, opposing an amendment to the Florida Constitution that would require voters to decide all changes to a City or County Comprehensive Plan. This motion also authorizes a letter opposing the amendment to be drafted by the Mayor and submitted to the Florida Legislators as well as the media. Mr. Ward seconded the motion. A roll call vote was taken and the motion passed.**

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

8. City Council Resolution No. 2010-024, authorizing the City to enter into an Addendum to the contract with Jones Edmunds for work related to Phase I of the City's new Reclaimed Water System. This item was presented and approved at the Utility Board Meeting on January 12, 2010. **Mr. Ward made a motion to adopt City Council Resolution No. 2010-024, authoring the City to enter into an Addendum to the contract with Jones Edmunds for work related to Phase I of the City's new Reclaimed Water System. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.**

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

- B. Clean up of City Property-Escambia (Wendell Johnson)

This item was presented and approved at the CRA Meeting on March 15, 2010. The CRA's recommendation is to support funding to demolish three structures and fencing on City owned property located on Escambia Street. **Mr. Ward made a motion authorizing the preparation of a resolution to be presented at the April 5, 2010 Council meeting authorizing the payment for the cleanup (demolition of three structures and removal of fencing) of City owned property located on Escambia Street from CRA (Community Redevelopment Agency) funds. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.**

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

- C. Discuss Town Hall Meetings for 2010 (Mayor Witt)

**Members concurred to hold the Town Hall meetings on a semiannual schedule an hour before a regularly scheduled City Council Meeting.**

D. Citizen Appointment to EMS Selection Committee  
(Mayor Witt)

Mayor Witt stated at the Joint City/County meeting held on February 23, 2010, the City and County agreed to form an EMS Committee to discuss an EMS RFP (Request for Formal Proposals). The committee would be comprised of Jody Dupree (County Commissioner), Dale Williams (County Manager), Jake Hill, Jr. (City Council Member), Wendell Johnson (City Manager), and a citizen appointee from each elected body. Mayor Witt selected former City Council Member Mike Lee to serve as the City Citizen Appointee.

10. ADVISORY COMMITTEE/ADVISORY BOARD REPORTS

A. Airport Committee: George Ward, Chairman  
Mr. Ward stated the Airport Committee met on March 9, 2010 regarding several items.

Mr. Ward advised the committee agreed to check with the FAA on lowering rental fees at the Airport on a temporary basis in response to the current economic situation.

Mr. Ward stated the terminal project is progressing.

Mr. Ward reported the Homes of Merit has continued the lease on lot #9.

Mr. Ward stated the Land of Sun located at Price Creek and CR100 is interested in renewing their lease of City owned property. Mr. Ward also provided an update as to the insurance funds Land of Sun received due to fire. Mr. Ward reported these funds will be placed in an escrow account for the purposes of rebuilding.

Mr. Ward stated there have been discussions with a tower communications company requesting permission to place a cell phone tower on the industrial complex property. Mr. Ward reported this project would generate revenue and is being considered.

- B. Beautification Committee: Bettye Lane, Chairwoman  
On behalf of Ms. Lane, Mayor Witt advised preparations for the Annual Tree-Giveaway are under way. The event will take place on Friday, April 30, 2010 at Memorial Stadium. Mayor Witt added the committee was continuing to seek donations.

Mr. Witt stated the next Beautification Committee meeting will be held on Tuesday, April 13, 2010 at 4:00 PM.

- C. Downtown Development Committee: Melinda Moses, Chairwoman  
Ms. Moses stated the committee had approved the Façade Grant, with 75% of the expenses being provided through the grant.

Ms. Moses added the CRA Board had interviewed three consulting groups for the development of the Downtown Plan. She stated the IBI Group, Inc. was selected.

- D. Housing Committee: Eugene Jefferson, Chairman  
Nothing to report.

- E. Public Safety Committee: Eugene Jefferson, Chairman  
Nothing to report.

- F. Recreation Committee: Jake Hill, Jr., Chairman  
Nothing to report.

- G. Utility Board: George Ward, Chairman  
Mr. Ward stated the Utility Board did not meet this month and items were already addressed earlier in the meeting.

#### 11. DEPARTMENTAL ADMINISTRATION

- A. Request from the Christian Service Center for the City to waive building permit fees (Larry Lee)

Mr. Lee stated a request was received from the Christian Service Center to waive building permits that have already been paid for a storage facility project. Mr. Ward stated the Christian Service Center provides assistance to clients in paying for utilities. **Mr. Jefferson made a motion to grant the request from Christian Service Center to waive**

permit fees in the amount of \$1,230. Since the Christian Service Center had already paid the fees being requested for waiver, the motion provides authorization for the City to refund the waived fees. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.

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

- B. Approve the final pay request to Meadors Construction Company, Inc. in the amount of \$187,645.75 for Phase I of the City's new reclaimed water system upon receipt of all releases of lien (Dave Clanton)

Mr. Ward made a motion to authorize the final payment request to Meadors Construction Company, Inc. in the amount of \$187,645.75 for Phase I of the new reclaimed water system upon receipt of all releases of lien. Mr. Hill seconded the motion. A roll call vote was taken and the motion passed.

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

- C. Announcement of Gas Rate Adjustment (Dave Clanton)

Executive Director of Utilities Dave Clanton provided the following Natural Gas Price Adjustment (PGA) Report:

February 2010	\$.5478 Therm
March 2010	\$.5000 Therm

12. COMMENTS BY COUNCIL MEMBERS

- A. Mr. Hill asked about the Blanche Hotel owners absorbing 50% of the cost of the structural evaluation. Mr. Johnson stated he understood that the owners would be contributing 50% of the cost for the evaluation. Mr. Ward added he thought the owners would be submitting a check this week for \$10,000.
  
- B. Mr. Johnson stated a budget workshop was tentatively scheduled for Monday, March 29, 2010 at 5:30 PM, and a memo would be forthcoming.

13. ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:45 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor

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Audrey E. Sikes, City Clerk

# 4-A



# Lake City Regional Utility

527 SW St. Margarets Street  
Lake City, Florida 32025  
Telephone (386) 758-5452

## MEMO

Invoice no. **50337949 (\$5220.00)** from **Tetra Tech Inc.** represents the work completed to date with the Kicklighter Road Field Testing and Modeling determination of Effluent Disposal Capacity..

**"I certify that the costs requested for payment, as represented by this invoice, are directly related to the performance under an agreement between Tetra Tech Inc. and the City of Lake City, Resolution No. 2009-108, are allowable, allocable, properly documented, and are in accordance with the approved budget."**

Please see attached worksheet.

If you have any questions, please contact me @ (386) 758-5452.

Sincerely,

Dave Clanton, Executive Director of Utilities  
Lake City Regional Utilities  
[clantond@lcfla.com](mailto:clantond@lcfla.com)



**Tetra Tech, Inc.**  
 201 E. Pine Street  
 Suite 1000  
 Orlando, FL 32801  
 (407) 839-3955

**BILL TO:** CITY OF LAKE CITY  
**ATTN:** DEBBIE GILLOTTI  
 205 N. MARION AVENUE  
 LAKE CITY, FL 32055

**INVOICE NUMBER:** 50337949  
**INVOICE DATE:** 03/09/2010  
**SERVICES THROUGH:** 02/19/2010  
**FEDERAL TAX ID#:** 95-4148514  
**TERMS:** NET 30

**PROFESSIONAL SERVICES:**  
 KICKLIGHTER SPRAYFIELD MODEL

**Project Number** 200-08521-10001 **FIELD TESTING AND MODELING OF KICKLIGHTER ROAD SITE TO DETERMINE EFFLUENT DISPOSAL CAPACITY**  
**Top Task** 001 **DATA COLLECTION & MODEL CONST.**

EMPLOYEE	TITLE	CURRENT LABOR HOURS	LABOR RATE	CURRENT LABOR AMOUNT
Lafrenz, William B	Scientst V	28.50	\$160.00	\$4,560.00
Montalvo, Alex M	GIS Analyst II	11.00	\$60.00	\$660.00
<b>TOTAL LABOR</b>		<b>39.50</b>		<b>\$5,220.00</b>
		<b>SUBTOTAL</b>		<b>\$5,220.00</b>
		<b>Total Top Task# 001</b>		<b>\$5,220.00</b>
		<b>Total Project# 200-08521-10001</b>		<b>\$5,220.00</b>

**TOTAL AMOUNT DUE THIS INVOICE:** \$ 5,220.00

*W/B*  
*3/10/10*

*DC*

**REMIT PAYMENT TO:**  
**TETRA TECH, INC.**  
**DEPT 1967**  
**DENVER, CO 80291-1967**

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.

*To Dave 3/15/10*



# 4-B


HENRY A. SHELDON, P.E  
Consulting Engineer

11611 S.W. 89<sup>th</sup> Street  
Gainesville, FL 32608

Phone: 352-495-1781  
Email: hsheldon@atlantic.net

March 31, 2010

Mr. David Clanton  
Director of Utilities  
205 N. Marion Avenue  
Lake City, Florida 32055



4-2-10

Dear Mr. Clanton:

Subject: Invoice for Engineering Services – March 2010

Enclosed for payment is my invoice No. 1179 in the amount of \$3,601.25 for consulting engineering services during March 2010. Project work this month included the following:

- OTTED Grant – Review Groundwater Model First Draft, 1<sup>st</sup> Q 2010 Progress Report
- 12" WM Eastside Radial – Inspect Construction
- Branford Road AUP – Prepare Concept Plan for FDEP Permit Renewal
- Reclaimed Water System – Inspect Construction
- Kicklighter Road WWTP – Prepare RFQ for Engineering Services
- 12" WM Eastside Radial – Inspect Construction
- Misc – Staff meetings with Hach Mott, Jim Gollohan, UC Meeting

If you have any questions regarding this invoice or status of work, please let me know.

Sincerely,

Henry A. Sheldon, P.E

**Henry A. Sheldon, P.E.**

11611 SW 89th Street  
 Gainesville, Florida 32608

**Invoice**

Number: 1179

Date: **March 31, 2010**

**Bill To:**

David Clanton  
 City of Lake City  
 205 North Marion Avenue  
 Lake City, FL 32055

**Copy To:**

Dorothy Tyre  
 City of Lake City  
 205 North Marion Avenue  
 Lake City, FL 32055

Description	Projects	Authorization	Period
Misc. Consulting	Water/Wastewater	David Clanton	Mar 2010

Date	Description	Hours, Etc.	Price	Amount
1 Mar	Branford Rd AUP - FDEP Letter Proposal	4.00	85.00	340.00
1 Mar	12" WM - Eastside Radial, FDEP PCC	4.00	85.00	340.00
9 Mar	Otted - Review TT Invoice, GWM Progress	4.00	85.00	340.00
9 Mar	Meet w/J. Gollohan, review debt restructuring	2.00	85.00	170.00
9 Mar	SRWMD Reuse System - Inspect Construction	2.00	85.00	170.00
16 Mar	Kicklighter Rd WWTP - RFQ for Engineering	4.00	85.00	340.00
16 Mar	OTTED - Review GW Model (First Draft) w/TT	4.00	85.00	340.00
23 Mar	OTTED - Bid Specs for GW Monitoring Wells	2.00	85.00	170.00
23 Mar	Attend City/County Utility Meeting	2.00	85.00	170.00
23 Mar	12" WM - Eastside Radial, Inspect Construction	2.00	85.00	170.00
23 Mar	8" San Richardson School - Ravine Options	2.00	85.00	170.00
30 Mar	OTTED/FDEP 1st Q 2010 Progress Reports	2.00	85.00	170.00
30 Mar	Kicklighter Rd WWTP - Review Hach Mott	2.00	85.00	170.00
30 Mar	Reclaimed Water - Inspec Const	4.00	85.00	340.00
Mar 2010	Auto Mileage - 1, 9, 16, 23, 30	575.00	0.35	201.25
<b>Total</b>				<b>\$3,601.25</b>

# Proclamation



## LINDA PENNINGTON DAY

April 5, 2010

**WHEREAS,** Linda Pennington has dedicated over twenty-eight years of service to a career at the Lake City Police Department and the City of Lake City; and

**WHEREAS,** Mrs. Pennington has announced plans to retire from a career as the Records Clerk for the Lake City Police Department; and

**WHEREAS,** Mrs. Pennington is being honored by friends and co-workers who are deeply appreciative of her many contributions to the City and the community through the years; and

**WHEREAS,** during her tenure she has earned the admiration of those with whom she has come into contact, and the affection of her fellow public servants who are proud to call her "friend"; and

**WHEREAS,** the governing body, by this recognition, wishes to express its great appreciation to Mrs. Linda Pennington for meritorious service, loyalty, and dedication to the City of Lake City, and we extend our very best wishes for her continued success in her life's pursuits;

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby proclaim April 5, 2010, as**

### "LINDA PENNINGTON DAY"



In witness whereof I have hereunto set my hand and caused this seal to be affixed this 2nd day of April 2010.

Stephen M. Witt, Mayor  
City of Lake City

Meeting Date
04/5/2010

**City of Lake City  
Report to Council**

AGENDA	
Section	9
Item No.	A-1

*Ordinance No.  
2010-1199*

**SUBJECT:** Water and Sewer Rate Ordinance revision

**DEPT. / OFFICE:** Utility Administration

<b>Originator: Dave Clanton</b>		
<b>City Manager</b> Wendell Johnson	<b>Executive Director of Utilities</b> Dave Clanton	<b>Date</b> 3/31/10
<b>Recommended Action:</b> Approve the first reading of Ordinance No 2010-1199.		
<b>Summary Explanation &amp; Background:</b> On January 4, 2010, the City Council approved a comprehensive report entitled <u>The City of Lake City Water, Wastewater, and Reclaimed Rate Study</u> . Objectives of the study were to: 1) Formulate a structure for residential and commercial customers with provisions to encourage conservation, 2) Develop rates based on costs of services and community standards, 3) Generate sufficient revenue to meet projected fiscal requirements including a 3-year CIP, and 4) Provide a means for multi-year projections to identify potential impacts of alternative capital funding programs.  Ordinance 2010-1199 serves to revise Chapter 102 of the City Code entitled "Utilities" to reflect the recommended rate structure outlined by the Rate Study. Pursuant to the requirements for Public Notice of utility rate adjustments, notifications were printed on utility bills to affected City utility customers prior to the first reading and Public Hearing for Ordinance No. 2010-1199. The notices were published during February and March 2010.		
<b>Alternatives:</b> Do not adopt Ordinance 2010-1199 resulting in: <ol style="list-style-type: none"> <li>1. Failure to implement a "conservation" utility rate structure as advocated by the Suwannee River Water Managemnet District and loss of a \$10,000.00 grant for the 50% payment of the rate study.</li> <li>2. The loss of future revenue designed to fund a 3-year CIP which includes proposed construction of a new WWT Facility; construction of the new WWTP is not optional.</li> </ol>		
<b>Source of Funds:</b> N/A		
<b>Financial Impact:</b> Generation of future revenue to sustain operational and capital costs.		
<b>EXHIBITS ATTACHED:</b>		

# 9 A-1

HFD/Iss  
3/30/2010  
3/31/2010 (Revised)

**CITY COUNCIL ORDINANCE NO. 2010-1199**

**AN ORDINANCE AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA, BY AMENDING AND RESTATING SECTIONS 102.31 THROUGH 102.38 OF ARTICLE II, CHAPTER 102, OF THE CODE OF LAKE CITY, FLORIDA; PROVIDING FOR CONNECTION PERMIT; PROVIDING FOR WATER AND SEWER CONNECTION FEES; PROVIDING FOR WATER AND SEWER DEPOSITS; PROVIDING A SCHEDULE OF WATER AND SEWER CHARGES; PROVIDING FOR A BASE FACILITY CHARGE; PROVIDING FOR EXONERATION OF WATER AND SEWER CHARGES FOR CERTAIN VACANCIES; PROVIDING FOR A CONSERVATION RATE STRUCTURE TO ENCOURAGE WATER CONSERVATION; PROVIDING FOR ADDITIONAL CHARGES TO REREAD AND TEST METERS, FOR RETURNED CHECKS AND TURN ON FOR CLEANING AND REAL ESTATE INSPECTIONS; PROVIDING FOR THE PAYMENT OF IMPACT FEES FOR BOTH WATER AND SEWER SERVICES; PROVIDING FOR INSTALLMENT PAYMENT OF IMPACT FEES FOR CERTAIN INTERNAL REVENUE CODE SECTION 501(C) (3) ORGANIZATIONS; PROVIDING FOR SYSTEM EXPANSION, ACQUISITION OF CERTAIN EXISTING SYSTEMS AND CREATION OF IMPACT FEE TRUST FUND; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT WITH ANY OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR THE INCLUSION OF THIS ORDINANCE IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Section 1.** Sections 102.31 through 102.38, Article II of Chapter 102 of the Code of the City of Lake City, Florida, is hereby amended in its entirety and as amended shall read as follows:

**ARTICLE II. FEES; DEPOSITS; CHARGES**

Sec. 102-31. Connection permit.

(a) *Required; fees.* No person shall connect to the utility system of the city without first obtaining from the city a permit to so connect and paying all tap fees, deposits, and impact fees required by this chapter.

(b) *Application; residential and nonresidential use; services within and without the city; tap fees, impact fees, deposits, and line extensions.* All applications for such permits shall be made on forms furnished by the city, filed with the city utility

department. Applications for nonresidential use of the utility system shall contain sufficient information regarding the applicant's proposed use thereof for the city to compute the applicant's estimated daily water consumption in gallons per day and wastewater strength. If the application is for services both within and outside the city, and the estimated cost for the line extension is no greater than \$5,000.00, the permit, with the approval of the city manager, shall be issued upon the payment of the applicable tap fee, impact fee, and deposit. If the application is for service outside the city, it shall be accompanied by the payment of a nonrefundable application fee as follows:

- (1) Residential . . . \$100.00
- (2) Commercial . . \$300.00

A cost estimate of the required line extension and connection shall be prepared by appropriate city personnel. If the estimated cost of the line extension is greater than \$5,000.00, the application shall be submitted to the city council utility advisory board within 20 days for its approval or disapproval. The city council shall render a decision on the application at its first meeting following the application being submitted to the city council utility advisory board. The application fee required under this subsection shall be applied and credited toward the payment of the applicable tap fee and line extension cost. If, after preparation of the cost estimate, the applicant elects not to proceed, or if the required tap fee, impact fee, deposit, and line extension cost are not paid within 120 days of the rendering of the cost estimate, the application fee shall be forfeited to the city and the application deemed withdrawn.

(c) *Deferred payment of tap fees and impact fees for low and moderate income households.* Payment of applicable tap fees and impact fees may be deferred, subject to the following criteria:

(1) The applicant must be the owner of the fee simple title of record to the premises to be served and must occupy the premises as the applicant's primary residence.

(2) The applicant must meet the criteria for low and moderate income households.

(3) The deferred fees and charges shall be paid in no more than 60 equal consecutive monthly payments, which payments shall be billed to and paid by the owner in the same manner as monthly utility charges.

(4) The owner shall execute and give the city the owner's promissory note for the amount of the deferred payments which shall be secured by the owner's grant to the city of a valid lien upon the premises to be served, which may be enforced by foreclosure or any other remedies provided by law.

(5) The applicant shall enter into an agreement, prepared by the city, providing for all of the criteria of subsection (c) of this section, which, when fully executed, will be in a form entitled to be recorded in the public records of the county.

(6) The mayor and city clerk are hereby authorized to execute the deferred payment agreements provided for in subsection (5) of this subsection on behalf of the city.

(7) In addition to any other remedies which the city shall have with regard to any default in the deferred payments provided for herein, the city shall have the right to terminate the utility services to the premises in the event of any default in the required monthly payments.

(d) *Impact fees exceeding \$7,500.00; deferred payment; criteria.* In those cases where impact fees imposed under the provisions of this chapter for utility connections to buildings, or other improvements requiring service, which were in existence prior to October 1, 2009, exceed the sum of \$7,500.00, the city may, upon request of the applicant, accept deferred payment of that portion of the impact fees which exceeds \$7,500.00, subject to the following:

(1) The amount of the deferred payment shall be secured by a promissory note payable to the city, executed by the applicant, providing for payment of the deferred impact fees in not more than 72 equal monthly installments, together with interest on the unpaid balance computed at a rate of not less than eight percent per annum, or such other rate as may be fixed from time to time by a resolution of the city council.

(2) In the event of default in the terms of the payment of the promissory note, which default is not cured within 30 days of written notice to the maker thereof, the city may, in addition to any other remedies provided by law, immediately terminate and discontinue any and all municipal utility services to the subject premises.

(e) *Credits against sewer impact and tap fees for property owners charged with compulsory sewer availability charges.* An owner of property, or any person on behalf of the owner, who applies to the city to be connected to the city sewer system under the requirements of section 102-111, Article III, of the City Code and upon whom compulsory sewer service availability charges have been imposed pursuant to section 102-111, Article III, of the City Code, shall be entitled to receive a credit to be applied to impact and tap fees imposed upon said property to connect to the city sewer system. The credit shall be equal to the amount of sewer service availability charges actually paid to and collected by the city from the connected property during the immediate twenty-four month period preceding the connection.

(f) *Reserved.*

(g) *Certification of use.* The city may request that any consumer certify in writing upon forms provided by the city the consumer's use of the utility system

including, but not limited to, the quantity or content of wastewater produced or water consumed by the consumer, which certification shall be requested no more than once each fiscal year. The consumer shall so certify within 60 days of receipt of the request. Any consumer failing to provide the requested certification within the time required shall have all city utilities terminated. Should the certification of utility use, as determined by the city, reflect an expansion or increase in such use subsequent to the consumer's original application or October 1, 2009, whichever event occurred later, the consumer shall be charged and pay within 60 days of billing any impact fees payable for the expanded or increased use of the utility system. Failure to pay the additional impact fees within the time provided shall result in such penalties as are imposed under this chapter for delinquent utility charges.

(h) *Deferred payment of tap fees and impact fees for residential dwellings in existence on October 1, 2009.* The owner of any residential dwelling existing on *October 1, 2009*, not connected to the city water and sewer utility system on the effective date of this subsection may tap into any present or future available city utility line and connect such residence to the city's utility system, and pay all applicable tap fees and impact fees required by the city in 60 equal monthly payments upon complying with the following procedures and requirements:

(1) The applicant must be the owner of the fee simple title of record to the property to be served, which must be a residential dwelling in existence on *October 1, 2009*.

(2) The applicant must pay the required tap fees and impact fees in no more than 60 equal consecutive monthly payments, which shall be billed to and paid by the owner in the same manner as monthly utility charges.

(3) The owner shall execute and give the city the owner's promissory note for the amount of the deferred payments which shall be secured by the owner's grant to the city of a valid lien upon the premises to be served, which may be enforced by foreclosure or any other remedies provided by law. The note shall provide for interest at the rate of eight percent per annum.

(4) The owner shall enter into an agreement with the city providing for all of the criteria and requirements of this subsection (h), which, when fully executed, will be in a form entitled to be recorded in the public records of the county. The mayor and city clerk are hereby authorized to execute the deferred payment agreement provided for in this subsection (h) on behalf of the city.

(5) In addition to any other remedies which the city shall have with regard to any default in the deferred payments provided for herein, the city shall have the right to terminate the utility services to the premises in the event of any default in the required monthly payments.



(i) *Deferred payment of tap fees and impact fees for commercial structures in existence on October 1, 2009.* The owner of any commercial structure existing on *October 1, 2009*, not connected to the city water and sewer utility system on the effective date of this article may tap into any present or future available city utility line and connect such structure to the city's utility system, and, at owner's option, pay all applicable tap fees and impact fees required by the city either within 90 days or in 36 equal monthly payments upon complying with the following procedures and requirements:

(1) The applicant must be the owner of the fee simple title of record to the property to be served.

(2) The applicant must pay the required tap fees and impact fees either within 90 days or in no more than 36 equal consecutive monthly payments, which fees shall be billed to and paid by the owner in the same manner as monthly utility charges.

(3) If owner elects to pay the required tap and impact fees within 90 days, the owner shall execute and give city a promissory note for the amount of the deferred payment, which note shall mature 90 days from the date the structure is connected to the utility system, herein referred to as the "Owner's Ninety Day Note." The owner's ninety day note shall provide for interest at the rate of eight percent per annum from and after maturity.

(4) If owner elects to pay the required tap and impact fees in 36 equal consecutive monthly payments, the owner shall execute and give city a promissory note for the amount of the deferred payments which shall be secured by the owner's grant to the city of a valid lien upon the premises to be served, which may be enforced by foreclosure or any other remedies provided by law. The note shall provide for interest at the rate of eight percent per annum.

(5) The owner shall enter into an agreement with the city providing for all of the criteria and requirements of this subsection (i), which, when fully executed, will be in a form entitled to be recorded in the public records of the county. The mayor and city clerk are hereby authorized to execute the deferred payment agreement provided for in this subsection (i) on behalf of the city.

(6) In addition to any other remedies which the city shall have with regard to any default in the deferred payments provided for herein, the city shall have the right to terminate the utility services to the premises in the event of any default in the required monthly payments.

Sec. 102-32. Water and sewer connection fees.

(a) *Water connection fees are hereby established as follows:*  
TABLE INSET:

Water Connection Meter Size	Within City	Outside City	
3/4"	\$310.00	\$390.00	
1"	390.00	490.00	
1.5"	770.00	960.00	
2"	1,930.00	2,500.00	
3"	2,700.00	3,250.00	
4"	4,200.00	5,200.00	
6"	7,000.00	8,700.00	
Greater than 6"	As recommended by the city manager and approved by the city council		

(b) Sewer connection fees are hereby established as follows:

TABLE INSET:

Sewer Connection Pipe Size	Within City	Outside City	
6"	\$300.00	\$370.00	
8"	350.00	430.00	
10"	800.00	1,000.00	
12"	1,300.00	1,630.00	

(c) Extension to water distribution and sewer collection system:

(1) Each and every owner of property requesting water and sewer service shall pay the cost of extending the water and or sewer lines to his property.

(2) Where a developer or property owner is required by the city to install a water and/or sewer distribution line with a pipe size larger than 8 inches in diameter, the city will reimburse the developer or property owner the additional cost incurred for the larger required pipe size line.

(3) Each application for utility services which requires the extension of water and sewer lines shall be reviewed by the executive director of utilities to determine and itemize the cost of the proposed connection, and submit it to the city manager for final action. If the total cost of the proposed extension is no greater than \$10,000.00, the city manager may give final approval to the application. If the cost of the extension exceeds \$10,000.00, the application must be submitted to the utility advisory board within 20 days for its approval or disapproval. The city council shall render a decision on the application at its first meeting following the application being submitted to the city council utility advisory board.

(4) Prior to any application being finally approved and the work authorized, the applicant for utility services which requires extensions for water and sewer lines to the applicant's property shall pay, in addition to all other charges required for connection fees and impact fees, the cost of all materials, lift stations, fire hydrants, right-of-way easements, directional drilling and jack and boring expenses if necessary.

(5) All utility line extensions shall be of the following minimum dimensions:

- a. Water main: Eight inches.
- b. Sewer main: Eight inches.

(6) Water main extensions shall include fire hydrants to be installed and placed not less than every 600 feet.

(7) Notwithstanding anything in this Code to the contrary, the city, in its sole discretion, shall have the right to deny or disapprove any application for water or sewer service when it is determined that it is not in the best interest of the city to provide for such service based upon budgetary or manpower constraints or on other considerations, including unavailability of water supply or inadequate capacity for wastewater treatment.

Sec. 102-33. Water and sewer deposits.

Water and sewer deposits shall be as follows:

- (1) *Residential service.* Residential service deposits shall be as follows:

TABLE INSET:

	Inside City	Outside City
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Water only	\$ 40.00	\$ 50.00
Hydrant Meter (construction meter)	\$1,200.00 *	\$1,200.00 *
Sewer only	60.00	70.00
Water and sewer	100.00	120.00

\*Amount of deposit refundable upon return of meter assembly.

(2) *Nonresidential, commercial and irrigation.* Nonresidential, commercial and irrigation deposits shall be as follows:

a. The greater of:

1. \$50.00 minimum; or

2. An amount equal to two months' estimated water use, as calculated by the city.

b. For any deposit in excess of \$500.00, the consumer may, in lieu of a cash deposit, provide a surety bond in the amount of such deposit executed by a surety company licensed to do business within the state or provide an irrevocable letter of credit.

(3) *Additional deposit for nonpayment or delinquency.* In addition to any other provision relating thereto, any consumer having any city utility service discontinued for either nonpayment or for any delinquent payment of such city utility charges may be required to pay, in addition to the deposit required under subsections (1) and (2) of this section, an additional deposit equal to the greater of 50 percent of the deposit required under subsections (1) and (2) of this section, or two months' estimated billing, as calculated by the appropriate city personnel, and prior to reconnection of any such service, shall be required to pay a non-refundable reconnection fee of \$25.00 for each utility service provided; provided however, that reconnection is completed during the business hours of 8:30 a.m. to 5:00 p.m., weekdays. At all other times, reconnection will be subject to overtime approval by the city utility department and the payment of a non-refundable reconnection fee of \$35.00 per service. The deposit shall be retained by the city, subject to being refunded under the provisions of subsection (5) of this section. Upon service being discontinued, the city shall apply any unrefunded deposit to any outstanding obligations of the consumer to the city and refund the balance, if any, to the consumer.

(4) *Reserved.*

(5) *Refunds of residential consumer deposits.* Each deposit made by a residential consumer shall be refunded 24 months following the date of the deposit, provided such consumer has timely paid each utility bill charged to such consumer for utilities furnished by the city to such consumer for 24 consecutive months prior to the date of such refund.

Sec. 102-34. Schedule of water and sewer charges.

(1) *No free service.* No water or sewer service shall be furnished free of charge to any person whatsoever, and the city and each and every agency, department or instrumentality which uses the water system shall pay the rates established from time to time by ordinance of the city council. There is established a uniform schedule of rates and charges for the use or availability for use of sewer and water service as follows:

(2) *Base facility charge.* All owners and/or tenants, agents, lessors, lessees, operators of residential units, multi-dwelling units and commercial units, occupied or unoccupied, operating and non-operating, connected to the city utility system, shall pay a fee to cover the costs incurred to establish a state of readiness to serve, and maintain a water or wastewater system capable of meeting the total combined demands of the customers in the form of a base facility charge.

(3) *Exonerations for vacancies.* Where the premises are completely vacant and the entire supply of water is shut off at the meter box, upon filing by the owner of a notarized vacancy affidavit in the Utility Customer Service Department, exonerations of one hundred (100) percent of water and sewer charges shall be issued for the period during which the entire premises are vacant and the water shut off, provided that the period during which the water is shut off is greater than thirty (30) consecutive days.

(4) *Block rate thresholds.* To encourage water conservation an inclining block water rate structure has been established, also referred to as a conservation rate structure. With this rate structure as water consumption increases beyond certain designated thresholds, the incremental cost per thousand gallons increases.

TABLE INSET:

<b>Water Block Rate Structure Thresholds</b>				
<b>Meter Size</b>	<b>Block 1</b>	<b>Block 2</b>	<b>Block 3</b>	<b>Block 4</b>
<b>5/8" x 3/4"</b>	<b>5,000</b>	<b>10,000</b>	<b>15,000</b>	<b>Above 15,000</b>
<b>1"</b>	<b>12,500</b>	<b>25,000</b>	<b>37,500</b>	<b>Above 37,500</b>
<b>1.5"</b>	<b>25,000</b>	<b>50,000</b>	<b>75,000</b>	<b>Above 75,000</b>
<b>2"</b>	<b>40,000</b>	<b>80,000</b>	<b>120,000</b>	<b>Above 120,000</b>
<b>3"</b>	<b>80,000</b>	<b>160,000</b>	<b>240,000</b>	<b>Above 240,000</b>
<b>4"</b>	<b>125,000</b>	<b>250,000</b>	<b>375,000</b>	<b>Above 375,000</b>
<b>6"</b>	<b>250,000</b>	<b>500,000</b>	<b>750,000</b>	<b>Above 750,000</b>
<b>8"</b>	<b>400,000</b>	<b>800,000</b>	<b>1,200,000</b>	<b>Above 1,200,000</b>

(5) *Monthly water and sewer rates.* The following schedule of monthly water and sewer rates consisting of a base facility charge and a consumption usage charge per 1,000 gallons or fraction thereof is hereby established:

TABLE INSET:

	Fiscal Year Beginning	Fiscal Year Beginning	Fiscal Year Beginning and increased annually 1.5% Thereafter
<b>Water--Inside City</b>	<b>10/1/09</b>	<b>10/1/10</b>	<b>10/1/11</b>
<b>Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>\$14.5400</b>	<b>\$14.7600</b>	<b>\$14.9800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.8700</b>	<b>1.9000</b>	<b>1.9300</b>
<b>Block - 2</b>	<b>2.8100</b>	<b>2.8500</b>	<b>2.8900</b>
<b>Block - 3</b>	<b>3.7400</b>	<b>3.8000</b>	<b>3.8600</b>
<b>Block - 4</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Senior Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>13.1000</b>	<b>13.3000</b>	<b>13.5000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.6800</b>	<b>1.7100</b>	<b>1.7400</b>
<b>Block - 2</b>	<b>2.5300</b>	<b>2.5700</b>	<b>2.6100</b>
<b>Block - 3</b>	<b>3.3700</b>	<b>3.4200</b>	<b>3.4700</b>
<b>Block - 4</b>	<b>4.2200</b>	<b>4.2800</b>	<b>4.3400</b>
<b>Master Metered Multifamily Residential</b>			

<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>14.5400</b>	<b>14.7600</b>	<b>14.9800</b>
<b>1-inch meter</b>	<b>36.3500</b>	<b>36.9000</b>	<b>37.4500</b>
<b>1 1/2-inch meter</b>	<b>72.7000</b>	<b>73.8000</b>	<b>74.9000</b>
<b>2-inch meter</b>	<b>116.3200</b>	<b>118.0800</b>	<b>119.8400</b>
<b>3-inch meter</b>	<b>232.6400</b>	<b>236.1600</b>	<b>239.6800</b>
<b>4-inch meter</b>	<b>363.5000</b>	<b>369.0000</b>	<b>374.5000</b>
<b>6-inch meter</b>	<b>727.0000</b>	<b>738.0000</b>	<b>749.0000</b>
<b>8-inch meter</b>	<b>1163.2000</b>	<b>1180.8000</b>	<b>1198.4000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.8700</b>	<b>1.9000</b>	<b>1.9300</b>
<b>Block - 2</b>	<b>2.8100</b>	<b>2.8500</b>	<b>2.8900</b>
<b>Block - 3</b>	<b>3.7400</b>	<b>3.8000</b>	<b>3.8600</b>
<b>Block - 4</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Commercial/Industrial</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>14.5400</b>	<b>14.7600</b>	<b>14.9800</b>
<b>1-inch meter</b>	<b>36.3500</b>	<b>36.9000</b>	<b>37.4500</b>
<b>1 1/2-inch meter</b>	<b>72.7000</b>	<b>73.8000</b>	<b>74.9000</b>
<b>2-inch meter</b>	<b>116.3200</b>	<b>118.0800</b>	<b>119.8400</b>
<b>3-inch meter</b>	<b>232.6400</b>	<b>236.1600</b>	<b>239.6800</b>
<b>4-inch meter</b>	<b>363.5000</b>	<b>369.0000</b>	<b>374.5000</b>
<b>6-inch meter</b>	<b>727.0000</b>	<b>738.0000</b>	<b>749.0000</b>
<b>8-inch meter</b>	<b>1163.2000</b>	<b>1180.8000</b>	<b>1198.4000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.8700</b>	<b>1.9000</b>	<b>1.9300</b>

<b>Block - 2</b>	<b>2.8100</b>	<b>2.8500</b>	<b>2.8900</b>
<b>Block - 3</b>	<b>3.7400</b>	<b>3.8000</b>	<b>3.8600</b>
<b>Block - 4</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Irrigation</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>14.5400</b>	<b>14.7600</b>	<b>14.9800</b>
<b>1-inch meter</b>	<b>36.3500</b>	<b>36.9000</b>	<b>37.4500</b>
<b>1 1/2-inch meter</b>	<b>72.7000</b>	<b>73.8000</b>	<b>74.9000</b>
<b>2-inch meter</b>	<b>116.3200</b>	<b>118.0800</b>	<b>119.8400</b>
<b>3-inch meter</b>	<b>232.6400</b>	<b>236.1600</b>	<b>239.6800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.8700</b>	<b>1.9000</b>	<b>1.9300</b>
<b>Block - 2</b>	<b>2.8100</b>	<b>2.8500</b>	<b>2.8900</b>
<b>Block - 3</b>	<b>3.7400</b>	<b>3.8000</b>	<b>3.8600</b>
<b>Block - 4</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Fire Hydrant</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch meter</b>	<b>14.5400</b>	<b>14.7600</b>	<b>14.9800</b>
<b>1-inch meter</b>	<b>36.3500</b>	<b>36.9000</b>	<b>37.4500</b>
<b>1 1/2-inch meter</b>	<b>72.7000</b>	<b>73.8000</b>	<b>74.9000</b>
<b>2-inch meter</b>	<b>116.3200</b>	<b>118.0800</b>	<b>119.8400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>1.8700</b>	<b>1.9000</b>	<b>1.9300</b>
<b>Block - 2</b>	<b>2.8100</b>	<b>2.8500</b>	<b>2.8900</b>



<b>Block - 3</b>	<b>3.7400</b>	<b>3.8000</b>	<b>3.8600</b>
<b>Block - 4</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Water--Outside City</b>	<b>10/1/09</b>	<b>10/1/10</b>	<b>10/1/11</b>
<b>Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>18.1800</b>	<b>18.4500</b>	<b>18.7300</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.3400</b>	<b>2.3800</b>	<b>2.4100</b>
<b>Block - 2</b>	<b>3.5100</b>	<b>3.5600</b>	<b>3.6200</b>
<b>Block - 3</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Block - 4</b>	<b>5.8500</b>	<b>5.9400</b>	<b>6.0300</b>
<b>Senior Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>16.3800</b>	<b>16.6200</b>	<b>16.8700</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.1100</b>	<b>2.1400</b>	<b>2.1700</b>
<b>Block - 2</b>	<b>3.1600</b>	<b>3.2100</b>	<b>3.2600</b>
<b>Block - 3</b>	<b>4.2200</b>	<b>4.2800</b>	<b>4.3400</b>
<b>Block - 4</b>	<b>5.2700</b>	<b>5.3500</b>	<b>5.4300</b>
<b>Master Metered Multifamily Residential</b>			
<b>Monthly base facility charge per unit</b>			

<b>3/4-inch meter</b>	<b>18.1800</b>	<b>18.4500</b>	<b>18.7300</b>
<b>1-inch meter</b>	<b>45.4400</b>	<b>46.1300</b>	<b>46.8100</b>
<b>1 1/2-inch meter</b>	<b>90.8800</b>	<b>92.2500</b>	<b>93.6300</b>
<b>2-inch meter</b>	<b>145.4000</b>	<b>147.6000</b>	<b>149.8000</b>
<b>3-inch meter</b>	<b>290.8000</b>	<b>295.2000</b>	<b>299.6000</b>
<b>4-inch meter</b>	<b>454.3800</b>	<b>461.2500</b>	<b>468.1300</b>
<b>6-inch meter</b>	<b>908.7500</b>	<b>922.5000</b>	<b>936.2500</b>
<b>8-inch meter</b>	<b>1454.0000</b>	<b>1476.0000</b>	<b>1498.0000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.3400</b>	<b>2.3800</b>	<b>2.4100</b>
<b>Block - 2</b>	<b>3.5100</b>	<b>3.5600</b>	<b>3.6200</b>
<b>Block - 3</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Block - 4</b>	<b>5.8500</b>	<b>5.9400</b>	<b>6.0300</b>
<b>Commercial/Industrial</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>18.1800</b>	<b>18.4500</b>	<b>18.7300</b>
<b>1-inch meter</b>	<b>45.4400</b>	<b>46.1300</b>	<b>46.8100</b>
<b>1 1/2-inch meter</b>	<b>90.8800</b>	<b>92.2500</b>	<b>93.6300</b>
<b>2-inch meter</b>	<b>145.4000</b>	<b>147.6000</b>	<b>149.8000</b>
<b>3-inch meter</b>	<b>290.8000</b>	<b>295.2000</b>	<b>299.6000</b>
<b>4-inch meter</b>	<b>454.3800</b>	<b>461.2500</b>	<b>468.1300</b>
<b>6-inch meter</b>	<b>908.7500</b>	<b>922.5000</b>	<b>936.2500</b>
<b>8-inch meter</b>	<b>1454.0000</b>	<b>1476.0000</b>	<b>1498.0000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.3400</b>	<b>2.3800</b>	<b>2.4100</b>
<b>Block - 2</b>	<b>3.5100</b>	<b>3.5600</b>	<b>3.6200</b>

<b>Block - 3</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Block - 4</b>	<b>5.8500</b>	<b>5.9400</b>	<b>6.0300</b>
<b>Irrigation</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>18.1800</b>	<b>18.4500</b>	<b>18.7300</b>
<b>1-inch meter</b>	<b>45.4400</b>	<b>46.1300</b>	<b>46.8100</b>
<b>1 1/2-inch meter</b>	<b>90.8800</b>	<b>92.2500</b>	<b>93.6300</b>
<b>2-inch meter</b>	<b>145.4000</b>	<b>147.6000</b>	<b>149.8000</b>
<b>3-inch meter</b>	<b>290.8000</b>	<b>295.2000</b>	<b>299.6000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.3400</b>	<b>2.3800</b>	<b>2.4100</b>
<b>Block - 2</b>	<b>3.5100</b>	<b>3.5600</b>	<b>3.6200</b>
<b>Block - 3</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Block - 4</b>	<b>5.8500</b>	<b>5.9400</b>	<b>6.0300</b>
<b>Fire Hydrant</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch meter</b>	<b>18.1800</b>	<b>18.4500</b>	<b>18.7300</b>
<b>1-inch meter</b>	<b>45.4400</b>	<b>46.1300</b>	<b>46.8100</b>
<b>1 1/2-inch meter</b>	<b>90.8800</b>	<b>92.2500</b>	<b>93.6300</b>
<b>2-inch meter</b>	<b>145.4000</b>	<b>147.6000</b>	<b>149.8000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Block - 1</b>	<b>2.3400</b>	<b>2.3800</b>	<b>2.4100</b>
<b>Block - 2</b>	<b>3.5100</b>	<b>3.5600</b>	<b>3.6200</b>

<b>Block - 3</b>	<b>4.6800</b>	<b>4.7500</b>	<b>4.8200</b>
<b>Block - 4</b>	<b>5.8500</b>	<b>5.9400</b>	<b>6.0300</b>
<b>Sewer--Inside City</b>	<b>10/1/09</b>	<b>10/1/10</b>	<b>10/1/11</b>
<b>Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>Of metered water up to 16,000 gallons</b>	<b>2.5400</b>	<b>3.2500</b>	<b>3.9600</b>
<b>Master Metered Multifamily Residential</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>1-inch meter</b>	<b>76.0500</b>	<b>77.2000</b>	<b>78.3500</b>
<b>1 1/2-inch meter</b>	<b>152.1000</b>	<b>154.4000</b>	<b>156.7000</b>
<b>2-inch meter</b>	<b>243.3600</b>	<b>247.0400</b>	<b>250.7200</b>
<b>3-inch meter</b>	<b>486.7200</b>	<b>494.0800</b>	<b>501.4400</b>
<b>4-inch meter</b>	<b>760.5000</b>	<b>772.0000</b>	<b>783.5000</b>
<b>6-inch meter</b>	<b>1521.0000</b>	<b>1544.0000</b>	<b>1567.0000</b>
<b>8-inch meter</b>	<b>2433.6000</b>	<b>2470.4000</b>	<b>2507.2000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>	<b>2.5400</b>	<b>3.2500</b>	<b>3.9600</b>
<b>Commercial/Industrial</b>			
<b>Monthly base facility charge per unit</b>			

<b>3/4-inch meter</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>1-inch meter</b>	<b>76.0500</b>	<b>77.2000</b>	<b>78.3500</b>
<b>1 1/2-inch meter</b>	<b>152.1000</b>	<b>154.4000</b>	<b>156.7000</b>
<b>2-inch meter</b>	<b>243.3600</b>	<b>247.0400</b>	<b>250.7200</b>
<b>3-inch meter</b>	<b>486.7200</b>	<b>494.0800</b>	<b>501.4400</b>
<b>4-inch meter</b>	<b>760.5000</b>	<b>772.0000</b>	<b>783.5000</b>
<b>6-inch meter</b>	<b>1521.0000</b>	<b>1544.0000</b>	<b>1567.0000</b>
<b>8-inch meter</b>	<b>2433.6000</b>	<b>2470.4000</b>	<b>2507.2000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>2.5400</b>	<b>3.2500</b>	<b>3.9600</b>
<b>Commercial rate -- 2</b>	<b>2.9200</b>	<b>3.7400</b>	<b>4.5600</b>
<b>Commercial rate -- 3</b>	<b>3.3100</b>	<b>4.2300</b>	<b>5.1500</b>
<b>Sewer Only Accounts</b>			
<b>Single-Family Residential--No Water</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage (5000 Gallons)</b>	<b>12.7000</b>	<b>16.2500</b>	<b>19.8000</b>
<b>Total</b>	<b>43.1200</b>	<b>47.1300</b>	<b>51.1400</b>
<b>Commercial/Industrial--No Water</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			

<b>Commercial rate -- 1 (5000 Gallons)</b>	<b>12.7000</b>	<b>16.2500</b>	<b>19.8000</b>
<b>Total</b>	<b>43.1200</b>	<b>47.1300</b>	<b>51.1400</b>
<b>Commercial rate -- 2 (5000 Gallons)</b>	<b>14.6000</b>	<b>18.7000</b>	<b>22.8000</b>
<b>Total</b>	<b>45.0200</b>	<b>49.5800</b>	<b>54.1400</b>
<b>Single-Family Residential--Base Facility Only</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Commercial/Industrial--Ready to Service Only</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Commercial rate -- 2</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>30.4200</b>	<b>30.8800</b>	<b>31.3400</b>
<b>Single-Family Residential-- Half Base Charge Only</b>			

<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>15.2100</b>	<b>15.4400</b>	<b>15.67</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>15.2100</b>	<b>15.4400</b>	<b>15.67</b>
<b>Commercial/Industrial—Half Base Charge Only</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>15.2100</b>	<b>15.4400</b>	<b>15.67</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>15.2100</b>	<b>15.4400</b>	<b>15.67</b>
<b>Commercial rate -- 2</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>15.2100</b>	<b>15.4400</b>	<b>15.67</b>
<b>OUTSIDE CITY</b>	<b>10/1/09</b>	<b>10/1/10</b>	<b>10/1/11</b>
<b>Single-Family Residential</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Usage charge per 1,000 gallons of metered</b>			
<b>Water up to 16,000 gallons</b>	<b>3.1800</b>	<b>4.0600</b>	<b>4.9500</b>
<b>Master Metered Multifamily Residential</b>			

<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>1-inch meter</b>	<b>95.0800</b>	<b>96.5000</b>	<b>97.9500</b>
<b>1 1/2-inch meter</b>	<b>190.1500</b>	<b>193.0000</b>	<b>195.9000</b>
<b>2-inch meter</b>	<b>304.2400</b>	<b>308.8000</b>	<b>313.4400</b>
<b>3-inch meter</b>	<b>608.4800</b>	<b>617.6000</b>	<b>626.8800</b>
<b>4-inch meter</b>	<b>950.7500</b>	<b>965.0000</b>	<b>979.5000</b>
<b>6-inch meter</b>	<b>1901.5000</b>	<b>1930.0000</b>	<b>1959.0000</b>
<b>8-inch meter</b>	<b>3042.4000</b>	<b>3088.0000</b>	<b>3134.4000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>	<b>3.1800</b>	<b>4.0600</b>	<b>4.9500</b>
<b>Commercial/Industrial</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>1-inch meter</b>	<b>95.0800</b>	<b>96.5000</b>	<b>97.9500</b>
<b>1 1/2-inch meter</b>	<b>190.1500</b>	<b>193.0000</b>	<b>195.9000</b>
<b>2-inch meter</b>	<b>304.2400</b>	<b>308.8000</b>	<b>313.4400</b>
<b>3-inch meter</b>	<b>608.4800</b>	<b>617.6000</b>	<b>626.8800</b>
<b>4-inch meter</b>	<b>950.7500</b>	<b>965.0000</b>	<b>979.5000</b>
<b>6-inch meter</b>	<b>1901.5000</b>	<b>1930.0000</b>	<b>1959.0000</b>
<b>8-inch meter</b>	<b>3042.4000</b>	<b>3088.0000</b>	<b>3134.4000</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>3.1800</b>	<b>4.0600</b>	<b>4.9500</b>
<b>Commercial rate -- 2</b>	<b>3.6500</b>	<b>4.6700</b>	<b>5.7000</b>
<b>Commercial rate -- 3</b>	<b>4.1300</b>	<b>5.2900</b>	<b>6.4400</b>
<b>Sewer Only Accounts</b>			



<b>Single-Family Residential--No Water</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage (5000 Gallons)</b>	<b>15.9000</b>	<b>20.3000</b>	<b>24.7500</b>
<b>Total</b>	<b>53.9300</b>	<b>58.9000</b>	<b>63.9300</b>
<b>Commercial/Industrial--No Water</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1 (5000 Gallons)</b>	<b>15.9000</b>	<b>20.3000</b>	<b>24.7500</b>
<b>Total</b>	<b>53.9300</b>	<b>58.9000</b>	<b>63.9300</b>
<b>Commercial rate -- 2 (5000 Gallons)</b>	<b>18.2500</b>	<b>23.3500</b>	<b>28.5000</b>
<b>Total</b>	<b>56.2800</b>	<b>61.9500</b>	<b>67.6800</b>
<b>Single-Family Residential--Base Facility Only</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>

<b>Commercial/Industrial--Base Facility Only</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Commercial rate -- 2</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>38.0300</b>	<b>38.6000</b>	<b>39.1800</b>
<b>Single-Family Residential--Half Base Facility Only</b>			
<b>Monthly base facility charge</b>			
<b>3/4-inch</b>	<b>19.0200</b>	<b>19.3000</b>	<b>19.5900</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All usage</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>19.0200</b>	<b>19.3000</b>	<b>19.5900</b>
<b>Commercial/Industrial--Half Base Facility Only</b>			
<b>Monthly base facility charge per unit</b>			
<b>3/4-inch meter</b>	<b>19.0200</b>	<b>19.3000</b>	<b>19.5900</b>
<b>Usage charge per 1,000 gallons</b>			
<b>All gallons</b>			
<b>Commercial rate -- 1</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>19.0200</b>	<b>19.3000</b>	<b>19.5900</b>

<b>Commercial rate -- 2</b>	<b>0.0000</b>	<b>0.0000</b>	<b>0.0000</b>
<b>Total</b>	<b>19.0200</b>	<b>19.3000</b>	<b>19.5900</b>

(6) *Master-metered residential dwellings.* Charges for residential dwellings which are master-metered shall be as follows:

a. *Water service.* Each consumer shall be charged a minimum charge equal to the applicable base facility charge for water service set out in the above subsection, multiplied by the number of lots, apartments or other residences which each master meter serves; plus all usage charges.

b. *Sewer service.* Each customer shall be charged a minimum charge equal to the applicable base facility charge for sewer service set out in the above section, multiplied by the number of lots, apartments or other residences which each master meter serves, plus all usage charges.

*Commercial wastewater.*

*Where:* Commercial establishments discharging wastewater essentially domestic in character, such as professional offices and merchandise stores, are commercial class I; Commercial establishments discharging medium-strength wastewater, such as pharmacies and automobile service stations, are commercial class II; and Commercial establishments discharging high-strength wastewater, such as restaurants and hospitals, are commercial class III

Commercial users are assigned wastewater strengths according to the following:

TABLE INSET:

Code	Description	BOD 5	SS	Grease	Class
<b>00-Food-Related Businesses</b>					
<b>00.1</b>	<b>Grocery</b>	<b>450</b>	<b>250</b>	<b>100</b>	<b>III</b>
<b>00.2</b>	<b>Meat market</b>	<b>450</b>	<b>250</b>	<b>100</b>	<b>III</b>
<b>00.3</b>	<b>Seafood market</b>	<b>450</b>	<b>250</b>	<b>100</b>	<b>III</b>
<b>00.4</b>	<b>Fruit stand</b>	<b>250</b>	<b>250</b>	<b>100</b>	<b>II</b>
<b>00.5</b>	<b>Bakery</b>	<b>450</b>	<b>250</b>	<b>100</b>	<b>III</b>
<b>00.6</b>	<b>Restaurant</b>	<b>450</b>	<b>250</b>	<b>100</b>	<b>III</b>

00.7	Icehouse	250	250	100	II
00.8	Convenience store	250	250	100	II
<b>01-Retail Sales</b>					
01.1	Auto parts	200	200	40	I
01.2	Clothing, department store	200	200	40	I
01.3	Department store with restaurant	400	200	100	III
01.4	Appliances and furniture	200	200	40	I
01.5	Hardware and construction supply	200	200	40	I
01.6	Office supply	200	200	40	I
01.7	Records, books, etc.	200	200	40	I
01.8	Pet	200	200	40	I
01.9	Garden supply, plants	200	200	40	I
01.10	Commercial printing	200	200	40	I
01.11	Other retail sales	200	200	40	I
<b>02-Health Services</b>					
02.1	Hospital	300	250	100	III
02.2	Medical and dental laboratories	300	250	100	III
02.3	Research laboratory	300	250	100	III
02.4	Office of physician	300	250	100	III
02.5	Office of dentist	300	250	100	III
02.6	Office of osteopathic physician	250	250	100	II
02.7	Office of other health practitioner	250	250	100	II
02.8	Office of veterinarian	400	250	100	III
02.9	Nursing home	300	250	100	III
02.10	Pharmacy	250	250	100	II
<b>03-Professional Services</b>					
03.1	Banking institutions	200	200	40	I
03.2	Office of attorney	200	200	40	I
03.3	Office of engineers and surveyors	200	200	40	I
03.4	Office of accountants	200	200	40	I

03.5	Office of realtors, brokers	200	200	40	I
03.6	Office of insurance agents	200	200	40	I
03.7	Office of other professionals	200	200	40	I
03.8	General office buildings	200	200	40	I
03.9	Newspaper office	200	200	40	I
03.10	Radio and TV stations	200	200	40	I
<b>04-Membership Organizations</b>					
04.1	Churches and religious centers	200	200	40	I
04.2	Civic and social clubs	200	200	40	I
04.3	Other associations	200	200	40	I
<b>05-Personal Services</b>					
05.1	Employment and advertising agencies	200	200	40	I
05.2	Laundry and cleaning	200	300	40	III
05.3	Photographic studio	200	200	40	I
05.4	Beauty shop	250	200	40	II
05.5	Barbershop	250	200	40	II
05.6	Funeral home	300	200	40	III
05.7	Child day care center	200	200	40	I
05.8	Professional repair services	200	200	40	I
05.9	Other personal services	200	200	40	I
<b>06-Educational Services</b>					
06.1	Elementary school	300	250	100	III
06.2	Secondary school	300	250	100	III
06.3	Vocational school	300	250	100	III
06.4	Adult education center	250	250	100	II
06.5	College, junior college	300	250	100	III
<b>07-Automobile Services</b>					
07.1	Petrol service station	250	250	100	II
07.2	Carwash	250	250	100	II
07.3	Parking garage	250	250	100	II

07.4	Maintenance/repair shop	250	250	100	II
<b>08-Manufacturing</b>					
08.1	Mobile home	200	200	40	I
08.2	Wood containers	200	200	40	I
08.3	Chemicals, drugs, paints, etc.	200	200	40	I
08.4	Glass, concrete, etc.	200	200	40	I
08.5	Fruit packing (dry)	200	200	40	I
08.6	Warehouse/storage	200	200	40	I
<b>09-Amusement and Public Use Centers</b>					
09.1	Motion picture theater	200	200	40	I
09.2	Stage theater	200	200	40	I
09.3	Dance studio and school	200	200	40	I
09.4	Nightclubs, lounges	200	200	40	I
09.5	Bowling and billiard establishment	200	200	40	I
09.6	Coin-operated amusement device	200	200	40	I
09.7	Health club	200	200	40	I
09.8	Bus, rail and airport terminal	200	200	40	I
<b>10-Lodging</b>					
10.1	Hotels, motels without restaurants	200	200	40	III
10.2	Hotel and motels with restaurants	450	250	100	III
10.3	RV overnight parks	450	250	100	III
<b>11-Government Facilities</b>					
11.1	City administration offices	200	200	0	I
11.2	City operational department offices	200	200	0	I
11.3	City/county parks	200	200	0	I
11.4	City library	200	200	0	I
11.5	Offices of State of Florida	200	200	0	I
11.6	U.S. Post Offices	200	200	0	I
<b>12-Residential</b>					

12.1	Single-family, mobile home, and apartment	200	200	40	I
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c. *Other sewer system use.* For applicants whose proposed sewer system use does not fall within any of the above user descriptions, the city manager or his designee shall evaluate the application and assign the applicant an appropriate user class.

d. *Common connection of commercial establishment and residence.* In those instances where a commercial establishment and residence are served by a common connection, the charges shall be as established for the commercial establishment of that class.

e. *Revenue report.* Annually, the city manager shall prepare or cause to be prepared a report which will accurately present revenues generated by the sewer system and expenditures for operation and maintenance in conformance with the uniform system of accounts and generally accepted accounting practice. The report shall be adopted by formal action of the city council and shall be made available for public review.

f. *Notification of consumers of sewer service charges.* Annually, the city shall notify each consumer in conjunction with a regular bill of the rate and that portion of the user charges which are attributable to sewer service.

(7) *Irrigation service.* Persons with water connections limited to irrigation service only and separately metered with none of the water being discharged into the city sewer system shall be charged for and pay only commercial water service availability and commodity rates set out in section 102-34(5) for such water usage. However, no such water connection shall be separately metered for irrigation service, unless an application for such is first filed with the city and permit issued to the applicant. The applicant for such separate meter shall pay the city an additional tap fee and impact fee in the amount provided for under the provisions of sections 102-32(1) and 102-36(2).

(8) *Billing charge.* Each consumer rendered a bill for water and sewer service shall pay, in addition to all other charges, a billing charge for each such service for each bill rendered to the consumer according to the billing charge schedule as follows:

Residential User:

TABLE INSET:

Inside City		Outside City	
Water	\$2.77	Water	4.16
Sewer	2.77	Sewer	2.77

Commercial:

TABLE INSET:

Inside City		Outside City	
Water	\$2.77	Water	4.16
Sewer	2.77	Sewer	2.77

(9) *Miscellaneous.* Miscellaneous water and sewer rate provisions shall be as follows:

a. Any consumer connecting to the city sewer system who is not connected to the city water system shall be charged and pay service availability charges and commodity rate charges applicable to similar consumers of their class with the commodity rate charges computed on no more than 7,000 gallons per month.

b. All water meters shall record and register the amount of water used in cubic feet; and for the purpose of this chapter, one cubic foot of water shall be the equivalent of 7.5 gallons of water.

c. Each consumer shall be billed once each month for utilities used the preceding month, which charges shall be due and payable immediately and deemed delinquent if not paid within 20 days after the billing date. Within seven days of the date the consumer's account becomes delinquent, the city utility department shall notify the consumer of the delinquency and establish a date not less than ten days after the notice date by which the delinquency must be cured; or water, gas and garbage collection services to such consumer shall be terminated. Should the charges imposed under this subsection or any other indebtedness owed the city for any other charges including, but not limited to, occupational license taxes, not be paid within the time set in the delinquency notice, all utility and garbage collection services to such consumer may be discontinued. No municipal services discontinued hereunder may be reconnected or reinstated until all past due charges owed the city are paid. In addition to any other penalties provided in this section, there is hereby imposed upon each delinquent consumer a delinquency fee equal to the greater amount of five percent of such delinquent consumer's total utility charges for all services, or \$10.00. The city clerk may, upon approval of city council, remove from the books of the city any utility receivable that, as of August 1 of each year, is 180 days or more delinquent.

d. Each water and sewer customer whose water and sewer bill greatly fluctuates during months of each annual billing cycle shall, upon application to the city, be permitted to pay water and sewer bills in 11 monthly increments equal to 1 1/2 of the estimated annual cost of water and sewer to be used by such customer with a 12th payment at the end of each annual billing cycle for the then remaining unpaid balance, if any, actually owed of all water and sewer charges used by the customer for each 12-



month billing cycle. The monthly payment which shall be paid by each customer under the provisions of this subsection shall be determined and established solely by the city.

e. During those periods of time that the city, in the exercise of its sole discretion, has excess available wastewater treatment plant capacity, any properly licensed operator or owner of a septic tank service business, having a physical place of business within the county, may dispose of that domestic waste which it collects from its customers who are located within the county which is acceptable to the city for disposal and treatment into the city's wastewater treatment facilities established for such waste disposal, provided that such owner or operator of any septic tank disposal service:

1. Is fully licensed by the city and all other regulatory agencies;
2. Makes proper application to the city for such service and pays an annual city license fee of \$250.00 to the city;
3. Enters into a written agreement with the city covering such disposal service on such terms and conditions as may from time to time be required by the city;
4. Indemnifies and holds the city harmless from any and all damages arising out of injury to person or property, including any damage to the city's wastewater treatment plant facilities;
5. Provides the city with general public liability insurance in the amount acceptable to city and with the city as a named insured;
6. Pays the city \$40.00 per thousand gallons, or fraction thereof, for all domestic waste it discharges into the city's wastewater treatment plant facilities;
7. Ensures that each discharge contains a minimum volume of 200 gallons;
8. Maintains a deposit of \$400.00 with the city; and
9. Pays a full-tank charge for each vehicle unless the tank is equipped with a proper and accurately calibrated-type gauge, acceptable to city, which accurately measures the volume of waste contained in each tank at the time it is discharged. The city, in its sole and absolute discretion, shall have the right to reject and prevent any waste of any kind from being disposed into the city's wastewater treatment disposal facility. The amount of the annual license fee and the rates charged per 1,000 gallons for waste discharged into the city's wastewater treatment plant, as provided for in this subsection may be increased or decreased from time to time by a resolution properly adopted by the city council.

f. Upon proper application to the city, any owner of property may connect a fire water line to the city's main water line to provide such property with water for fire suppression purposes, provided that such owner of property pay the required water tap fee and any and all costs for materials and installation of the water fire line. The water tap fee shall be based upon the size of the line and shall be the same amount as is required in this chapter for regular tap fees. No fire water line tap shall require a meter. All fire water lines shall be installed in accordance with the standards and requirements of the city and shall comply with the provisions of section 102-118, Article IV.

(10) *Consumer price index adjustments.* Commencing October 1, 2012, and each October 1 thereafter, the rates charged for water and sewer service provided for in section 102-34, and elsewhere herein, shall be adjusted and increased by an amount equal to the percentage of increase, if any, in the Consumer Price Index-U.S. Cities Average-All Urban Consumers-All Items (1997=100), as published by the United States Department of Labor, Bureau of Labor Statistics, referred to in this subsection as the "index" between the index number of the index of July 1, 1997, which is herein referred to as the "base index number," and the index number of the index on each July 1 of each year thereafter, referred to herein as the "current index number." If the current index number on July 1 of each year beginning July 1, 2012, is greater than the base index number, then the rates charged for water and sewer services as provided for in section 102-34, and elsewhere herein, for the next 12-month period starting October 1, 2012, and on October 1 of each succeeding year thereafter, shall be increased by an amount by which the current index number exceeds the current index number on July 1 of the preceding July 1. In no event shall the increase exceed ten percent in any one year.

Sec. 102-35. Additional charges to reread and test meters, for returned checks, turn on for cleaning and real estate inspections.

(a) In addition to all other charges provided for in this article, the following charges are established:

(1) To reread a water meter, only based upon a request from a consumer, the fee shall be \$25.00 for each time a request is made to reread the water meter. If a request is made by a consumer to reread both a water meter and a gas meter at the same time, the fee for reading both meters shall also be \$25.00.

(2) To test a water meter, upon the request of a consumer to test the accuracy of the meter, the fee shall be \$75.00 for each such test.

(3) A fee shall be charged in the maximum amount allowed by law for each returned check issued by a consumer to the city which has been dishonored for any reason by the bank or institution upon which it has been drawn.

(4) To turn on water service based upon a request from a consumer for the purpose of cleaning and or real estate inspections, the fee shall be \$50.00 and shall be

limited to no more than five (5) days, after which the base facility charge will be reactivated along with all other applicable charges.

(b) If upon any rereading of a meter it is established that there was an error in the previous reading made by the city, or upon the testing of any meter it is determined that such meter is over-registering the volume of the water used by the consumer, then, and in either event, the fees provided for in subsections (a)(1) and (a)(2) of this section shall be waived. Any fee imposed upon a consumer under the provisions of subsections (a)(1) and (a)(2) of this section shall be included on and added to the utility bill of the consumer.

**Sec. 102-36. Impact fees.**

In addition to the payment of connection fees and deposits required to be paid in this article II, prior to and as a condition for connecting to the city's water or sewer system, there shall be paid an impact fee to the city on each new residential and nonresidential development to defray the cost of constructing new additions to the production and treatment facilities for water and sewer service provided by the city as a result of growth arising out of and from new development, which charge shall be computed as follows:

(1) A water impact fee is hereby established at \$1,050.00 (one thousand fifty dollars) per equivalent residential unit (ERU). Residential and nonresidential water use impact fees are computed by the use of the following table:

**TABLE INSET:**

<b>ESTABLISHMENT</b>	<b>Unit</b>	<b>ERU Factor</b>
<b>RESIDENTIAL PROJECTS</b>		
Duplex (1-2 Bedrooms)	Per Unit	0.833
Duplex (3 or more Bedrooms)	Per Unit	1.000
Mobile Home (1-2 Bedrooms)	Per Unit	0.833
Mobile Home (3 or more bedrooms)	Per Unit	1.000
Multifamily, Efficiency (Less than 500 sf)	Per Unit	0.500
Multifamily (1 bedroom units) (See Note 9)	Per Unit	0.583
Multifamily (2 bedroom units) (See Note 9)	Per Unit	0.833
Multifamily (3 or more bedroom units) (See Note 9)	Per Unit	1.000
Single Family Residence	Per Unit	1.000
<b>NON-RESIDENTIAL PROJECTS</b>		
Animal Kennels	Per Kennel Run	0.160
Auditorium	Per Seat	0.017
Automotive Repair & Maintenance	Per Repair Bay	0.250
Bar/Cocktail Lounge	Per Seat	0.067
Barber/Beauty Shop	Per Operator Station	0.300
Bowling Alley	Per Lane	0.330

Church	Per Seat	0.017
Convenience Store (No Gas Pumps)	By FU	See FU Table Below
Dentist Office	Per Dentist	0.833
Extended Care Facilities	Per Efficiency	0.500
Hospital	Per Bed	0.833
Hotel / Motel (See Note 1)	Per Room	0.500
Hotel / Motel Suites, 1 Bedroom (See Note 1)	Per Unit	0.583
Hotel / Motel Suites, 2 Bedrooms (See Note 1)	Per Unit	0.833
Hotel / Motel Suites, 3 or more Bedrooms (See Note 1)	Per Unit	1.000
Industrial Buildings (See Note 2) with showers	Per Employee	0.117
Industrial Buildings (See Note 2) without showers	Per Employee	0.050
Landscape Irrigation	Per 1,000 SF	0.125
Laundry, Self Service	Per Machine	1.333
Medical Office (Doctor's Office)	Per Doctor	0.833

ESTABLISHMENT	Unit	ERU Factor
Meeting & Banquet Rooms	Per Seat	0.017
Nursing Home	Per Bed	0.417
Office Building (See Note 3)	Per 1,000 SF, gross	0.334
Restaurant (Cafeteria), Full Service	Per Seat	0.100
Restaurant, 24 hour	Per Seat	0.167
Restaurant, Fast Food	Per Seat	0.050
Retail Spaces	By FU	See FU Table Below
Schools, Elementary & Nursery	Per Student	0.025
Schools, Middle & High	Per Student	0.067
Self Service Gas Station (See Note 5)	Per Toilet Room	1.000
Service Station (See Note 6)	Per Toilet Room	1.000
Service Station (See Note 6)	Per Service Bay	1.000
Service Station (See Note 6)	Per Wash Bay	3.200
Theater	Per Seat	0.010
Theater (Dinner)	Per Seat	0.067
Trailer Park (overnight)	Per Space	0.333
Warehouse Space (See Note 4)	By FU	See FU Table Below

#### NOTES

1. Hotels and motels: add food service, banquet & meeting rooms, and self service laundries.
2. Add food service; does not include industrial waste flows which are calculated on Fixture Unit (FU) basis.
3. Office buildings: add food service and retail space.
4. Warehouses: add office space, food service, and retail space.
5. Self service gas stations: add Fixture Units (FU).
6. Service (gasoline) Stations: add the total of ERU factors for all service bays, wash bays (not recycled) and toilet rooms. Automatically recycled vehicle washing systems require a professional engineer's signed and sealed estimate of capacity usage.
7. See Fixture Unit (FU) calculations on FU Table below.
8. Lake City requires a minimum of 1.000 ERU per each separate commercial establishment.
9. Multi-family projects based on units only; no additional capital charges for laundries, pool, or management offices.

<b>FIXTURE UNITS (FU) TABLE</b>			
<b>Type of Fixture</b>		<b>FU</b>	<b>ERU Factor</b>
<b>NON-RESIDENTIAL PROJECTS</b>			
Drains, condensate		1.0	0.083
Drains, floor & fixtures not listed:	1-1/4-inch trap	1.0	0.083
Drains, floor & fixtures not listed:	1-1/2-inch trap	2.0	0.167
Drains, floor & fixtures not listed:	2-inch trap	3.0	0.250
Drains, floor & fixtures not listed	2-1/2-inch trap	4.0	0.333
Drains, floor & fixtures not listed:	3-inch trap	5.0	0.417
Drains, floor & fixtures not listed:	4-inch trap	6.0	0.500
Drinking Fountain		0.5	0.042
Laundry Tray		2.0	0.167
Lavatory, large drain (greater than 1-1/4-inch trap)		2.0	0.167
Lavatory, small drain (1-1/4-inch trap)		1.0	0.083
Showers (per head)		3.0	0.250
Sink, combination (food service)		3.0	0.250
Sink, combination (garbage grinder)		4.0	0.333
Sink, compartmented (2)		3.0	0.250
Sink, compartmented (3)		4.0	0.333
Sink, flushing rim		8.0	0.667
Sink, service (mop/janitor)		3.0	0.250
Sink, service ("p" trap) (Hand)		2.0	0.167
Sink, (pot, scullery, etc.)		4.0	0.333
Urinal		4.0	0.333
Washing Machine (Non coin laundry) by drain size above		Varies	Varies
Water Closet, public		6.0	0.500
<b>RESIDENTIAL PROJECTS (requiring larger than 5/8" meter)</b>			
Bathroom Group (water closet, lavatory, bathtub/shower)		6.0	0.500
Bath, Half		4.0	0.333
Dishwasher		2.0	0.167
Drains (by drain size above)		Varies	Varies
Lavatory		4.0	0.333
Shower Stall		3.0	0.250
Sink, kitchen		2.0	0.167
Sink, kitchen (garbage grinder/dishwasher)		3.0	0.250
Sink, laundry		2.0	0.167
Washer, clothes (by drain size, above)		Varies	Varies
<b>NOTES</b>			
1. Continuous and semi-continuous flows (pumps, air conditioning systems, etc.) are 2.0 FU per gallon per minute (gpm) of flow.			

(2) Water impact fees for master-metered dwelling units, including, but not limited to, apartments, hotels, motels, hospitals, nursing homes, assisted living facilities and rooming houses, located inside or outside of the city shall be an amount equal to the sum of \$1,050.00 multiplied by the number of dwelling units using the master meter.

(3) A sewer impact fee is hereby established at \$3,120.00 (three thousand one hundred twenty dollars) per equivalent residential unit (ERU).

Residential and nonresidential sewer use impact fees are computed by the use of the following table:

TABLE INSET:

ESTABLISHMENT	Unit	ERU Factor
<b>RESIDENTIAL PROJECTS</b>		
Duplex (1-2 Bedrooms)	Per Unit	0.833
Duplex (3 or more Bedrooms)	Per Unit	1.000
Mobile Home (1-2 Bedrooms)	Per Unit	0.833
Mobile Home (3 or more bedrooms)	Per Unit	1.000
Multifamily, Efficiency (Less than 500 sf)	Per Unit	0.500
Multifamily (1 bedroom units) (See Note 9)	Per Unit	0.583
Multifamily (2 bedroom units) (See Note 9)	Per Unit	0.833
Multifamily (3 or more bedroom units) (See Note 9)	Per Unit	1.000
Single Family Residence	Per Unit	1.000
<b>NON-RESIDENTIAL PROJECTS</b>		
Animal Kennels	Per Kennel Run	0.160
Auditorium	Per Seat	0.017
Automotive Repair & Maintenance	Per Repair Bay	0.250
Bar/Cocktail Lounge	Per Seat	0.067
Barber/Beauty Shop	Per Operator Station	0.300
Bowling Alley	Per Lane	0.330
Church	Per Seat	0.017
Convenience Store (No Gas Pumps)	By FU	See FU Table Below
Dentist Office	Per Dentist	0.833
Extended Care Facilities	Per Efficiency	0.500
Hospital	Per Bed	0.833
Hotel / Motel (See Note 1)	Per Room	0.500
Hotel / Motel Suites, 1 Bedroom (See Note 1)	Per Unit	0.583
Hotel / Motel Suites, 2 Bedrooms (See Note 1)	Per Unit	0.833
Hotel / Motel Suites, 3 or more Bedrooms (See Note 1)	Per Unit	1.000
Industrial Buildings (See Note 2) with showers	Per Employee	0.117
Industrial Buildings (See Note 2) without	Per Employee	0.050

showers		
Landscape Irrigation	Per 1,000 SF	0.125
Laundry, Self Service	Per Machine	1.333
Medical Office (formerly: Doctor's Office)	Per Doctor	0.833

ESTABLISHMENT	Unit	ERU Factor
Meeting & Banquet Rooms	Per Seat	0.017
Nursing Home	Per Bed	0.417
Office Building (See Note 3)	Per 1,000 SF, gross	0.334
Restaurant (Cafeteria), Full Service	Per Seat	0.100
Restaurant, 24 hour	Per Seat	0.167
Restaurant, Fast Food	Per Seat	0.050
Retail Spaces	By FU	See FU Table Below
Schools, Elementary & Nursery	Per Student	0.025
Schools, Middle & High	Per Student	0.067
Self Service Gas Station (See Note 5)	Per Toilet Room	1.000
Service Station (See Note 6)	Per Toilet Room	1.000
Service Station (See Note 6)	Per Service Bay	1.000
Service Station (See Note 6)	Per Wash Bay	3.200
Theater	Per Seat	0.010
Theater (Dinner)	Per Seat	0.067
Trailer Park (overnight)	Per Space	0.333
Warehouse Space (See Note 4)	By FU	See FU Table Below

#### NOTES

1. Hotels and motels: add food service, banquet & meeting rooms, and self service laundries.
2. Add food service; does not include industrial waste flows which are calculated on Fixture Unit (FU) basis.
3. Office buildings: add food service and retail space.
4. Warehouses: add office space, food service, and retail space.
5. Self service gas stations: add Fixture Units (FU).
6. Service (gasoline) Stations: add the total of ERU factors for all service bays, wash bays (not recycled) and toilet rooms. Automatically recycled vehicle washing systems require a professional engineer's signed and sealed estimate of capacity usage.
7. See Fixture Unit (FU) calculations on FU Table below.
8. Lake City requires a minimum of 1.000 ERU per each separate commercial establishment.
9. Multi-family projects based on units only; no additional capital charges for laundries, pool, or management offices.

FIXTURE UNITS (FU) TABLE			
Type of Fixture		FU	ERU Factor
<b>NON-RESIDENTIAL PROJECTS</b>			
Drains, condensate		1.0	0.083
Drains, floor & fixtures not listed:	1-1/4-inch trap	1.0	0.083
Drains, floor & fixtures not listed:	1-1/2-inch trap	2.0	0.167

listed:			
Drains, floor & fixtures not listed:	2-inch trap	3.0	0.250
Drains, floor & fixtures not listed:	2-1/2-inch trap	4.0	0.333
Drains, floor & fixtures not listed:	3-inch trap	5.0	0.417
Drains, floor & fixtures not listed:	4-inch trap	6.0	0.500
Drinking Fountain		0.5	0.042
Laundry Tray		2.0	0.167
Lavatory, large drain (greater than 1-1/4-inch trap)		2.0	0.167
Lavatory, small drain (1-1/4-inch trap)		1.0	0.083
Showers (per head)		3.0	0.250
Sink, combination (food service)		3.0	0.250
Sink, combination (garbage grinder)		4.0	0.333
Sink, compartmented (2)		3.0	0.250
Sink, compartmented (3)		4.0	0.333
Sink, flushing rim		8.0	0.667
Sink, service (mop/janitor)		3.0	0.250
Sink, service ("p" trap) (Hand)		2.0	0.167
Sink, (pot, scullery, etc.)		4.0	0.333
Urinal		4.0	0.333
Washing Machine (Non coin laundry) by drain size above		Varies	Varies
Water Closet, public		6.0	0.500
<b>RESIDENTIAL PROJECTS</b> (requiring larger than 5/8" meter)			
Bathroom Group (water closet, lavatory, bathtub/shower)		6.0	0.500
Bath, Half		4.0	0.333
Dishwasher		2.0	0.167
Drains (by drain size above)		Varies	Varies
Lavatory		4.0	0.333
Shower Stall		3.0	0.250
Sink, kitchen		2.0	0.167
Sink, kitchen (garbage grinder/dishwasher)		3.0	0.250
Sink, laundry		2.0	0.167
Washer, clothes (by drain size, above)		Varies	Varies
<b>NOTES</b>			
1. Continuous and semi-continuous flows (pumps, air conditioning systems, etc.) are 2.0 FU per gallon per minute (gpm) of flow.			

(4) Sewer impact fees for master-metered dwelling units, including, but not limited to, apartments, hotels, hospitals, nursing homes, assisted living facilities and rooming houses, whether inside or outside of the city, shall be equal to the sum of \$3,120.00 multiplied by the number of dwelling units using the master meter.



(5) In all instances where a property to be developed is served by a sewer line only, the amount of the sewer impact fee to be paid to the city on each residential or nonresidential development shall be established by the city council based upon recommendation of the city engineer.

*Sec. 102-37. Installment payment of impact fees.*

Notwithstanding anything in this chapter to the contrary, any nonprofit entity, which has qualified, or is eligible to become qualified, with the Internal Revenue Service as an Internal Revenue Code section 501(c)(3) organization, may apply in writing to the city to pay impact fees defined in this article of this chapter, when such impact fees exceed \$5,000.00, in monthly installments over a period not to exceed 36 months, if the payment of such impact fees in one lump sum creates a financial hardship on the applicant. All such applications shall state the facts and circumstances which create the financial hardship on the applicant being required to pay such impact fee in a lump sum payment. The application shall be submitted to the city council, together with a current financial statement of the applicant and such other pertinent financial information as may be deemed necessary and proper for the city council to be able to make a determination of the existence of a financial hardship on the applicant. If the city council finds and determines that an applicant qualifies for the installment benefits provided for in this section, it shall adopt a resolution authorizing such applicant to make installment payments of the impact fees imposed upon such applicant and shall provide therein the specific terms and conditions with respect to such installment payments; provided, however, that the city council shall have no right to approve any installment payment plan with respect to any impact fee which is less than \$5,000.00 or for a term of monthly payments exceeding 36 months. The resolution which approves such installment payments shall require the applicant to give its promissory note to the city for the full amount of the impact fees, which note shall contain the amount of the monthly payments to be made to the city by the applicant, and such other terms and conditions as are customary in such promissory notes. Unless specifically waived by the city council in any such resolution, the promissory note of the applicant shall provide that the applicant shall pay interest on the deferred payments at the annual rate of eight percent.

*Sec. 102-38. System expansion; acquisition of certain existing systems; creation of impact fee trust fund.*

(a) Notwithstanding the schedules of impact fees provided by section 102-36, such fees may be waived by duly adopted resolution of the city council in circumstances substantially satisfying the following criteria:

(1) The proposed connection is for an existing, in place utility system having more than 20 online customers, or customers whose aggregate use exceeds 20 ERUs.

(2) The value of the facilities to be connected to the city system is equal to or exceeds the value of the applicable impact fee or fees which would otherwise be charged if this subsection were not applied.

(3) The proposed connection is consistent with prevailing regional utility plans, as set out in the city utility master plans or the 201 facilities plan.

(b) There is hereby created in the city accounting system an account to be known as the impact fee trust fund, into which all impact fees imposed by section 102-36 shall be deposited. The impact fee trust fund, together with any interest earnings hereon, shall be kept separate and distinct from all other funds and shall be expended only for the purpose of making major emergency repairs, extending or oversizing, separating or constructing new additions to the water and sewer systems, or as otherwise provided for in this section.

**Section 2.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**Section 3.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or any other body with appropriate jurisdiction, the remaining section, subsection, sentence, clause, or phrase under application shall not be affected hereby.

**Section 4.** It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5.** This ordinance shall take effect June 1, 2010.

**PASSED AND ADOPTED** upon first reading the \_\_\_\_ day of \_\_\_\_\_, 2010.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_, 2010.

**PASSED AND ADOPTED** upon second and final reading this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**CITY COUNCIL RESOLUTION NO. 2010-025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONFIRMING THE SELECTION OF LAURA REISSENER MADE BY A MAJORITY OF THE RESIDENT MEMBER AND FUND MEMBER TRUSTEES OF THE BOARD OF TRUSTEES OF THE GENERAL CITY EMPLOYEES RETIREMENT PLAN TO SERVE AS THE FIFTH MEMBER ON THE BOARD OF TRUSTEES PROVIDED FOR AND REQUIRED BY ORDINANCE NO. 2007-1098.**

**WHEREAS**, LAURA REISSENER, whose term as the Fifth Member of the Board of Trustees of the General City Employees Retirement Plan (the "Board") expired September 30, 2009, has continued to serve in the absence of her successor being appointed; and

**WHEREAS**, the Board, by majority vote, has now appointed LAURA REISSENER to succeed herself as a Fifth Member of the Board for a period of time ending September 30, 2011, or until a successor is appointed; and

**WHEREAS**, the City Council desires to memorialize the appointment of LAURA REISSENER as Fifth Member of the Board, as required by Ordinance No. 2007-1098.

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

**SECTION 1.** The election of LAURA REISSENER to serve as Fifth Member Trustee of the Board of Trustees of the General City Employees Retirement Plan is hereby confirmed.

**SECTION 2.** LAURA REISSENER is hereby appointed to serve as Fifth Member Trustee of the Board of Trustees of the General City Employees Retirement Plan for a period of time terminating September 30, 2011, or until a successor is appointed.

**SECTION 3.** The Fifth Member Trustee herein appointed shall take office upon taking the required oath of office.

**SECTION 4.** All prior resolutions relating to the appointment of the Fifth Member Trustee of the General City Employees Retirement Plan in conflict with this resolution are repealed.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day  
of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Herbert F. Darby, City Attorney

**CITY COUNCIL RESOLUTION NO. 2010-026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING DORCI GRUEL AS A REGULAR MEMBER TO THE LAKE CITY CODE ENFORCEMENT BOARD (THE "BOARD") TO FILL A VACANCY ON THE BOARD CREATED BY THE RESIGNATION OF LINDA JONES.**

**WHEREAS**, there is one (1) vacancy of a regular member of the Lake City Code Enforcement Board (the "Board") created as a result of the resignation of Linda Jones whose term ends October 7, 2010; and

**WHEREAS**, Dorci Gruel, a resident of the City, is qualified and willing to serve as a member on the Board for the unexpired term of Linda Jones; and

**WHEREAS**, the City of Lake City, Florida ("City") desires to fill said vacancy by appointing Dorci Gruel as a regular member to serve on the Board.

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

**Section 1.** Dorci Gruel is appointed as a regular member to the Lake City Code Enforcement Board, to serve for the unexpired term of Linda Jones, until October 7, 2010, or until her successor is appointed.

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

\_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Dorci Gruel

[REDACTED]  
Lake City, FL 32055

[REDACTED]  
3/3/10

*Recd  
3/5/10  
bc*

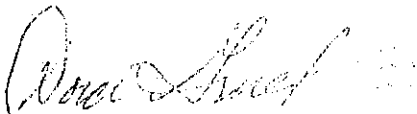
To Whom It May Concern,

My name is Dorci Gruel and I am interested in serving on the Code Enforcement Board.

My background is in Real Estate. I worked in Jacksonville as a licensed Realtor with Coldwell Banker and then Davidson Realty in World Golf Village. The last 6 years I was employed by St. Johns County in the capacity of Homeownership Program Manager /SHIP Administrator and liaison to the St. Johns Builders Council.

Operating our family business has returned me to my former home of Lake City. Now, I would like the opportunity to serve our community by participating on this Board.

Thank-you for your consideration,



Dorci Gruel

[REDACTED]



**CITY COUNCIL RESOLUTION NO. 2010-027**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THOMAS F. AMODEO, DOING BUSINESS AS A & A TRUCKING & EXCAVATING ("A & A"), FOR THE DEMOLITION OF A BRICK BUILDING FORMERLY USED AS THE CITY HALL LOCATED UPON PROPERTY PARCEL NUMBER 00-00-00-12681-000 OWNED BY THE CITY, THE DEMOLITION OF WHICH SHALL BE PERFORMED PURSUANT TO AND IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN CITY ITB-007-2010.**

**WHEREAS**, in response to the City of Lake City, Florida ("City") ITB-007-2010, the City has determined that the bid of Thomas F. Amodeo, doing business as A & A Trucking & Excavating (the "Contractor") of \$49,794.00 was the lowest and best responsive bid (the "Bid") for the demolition of a brick structure formerly occupied as the City Hall located on property parcel Number 00-00-00-12681-000, which is owned by the City, (the "**Demolition Project**"); and

**WHEREAS**, the City desires to accept and award the Bid to the Contractor and to enter into a contract with the Contractor for the Demolition Project in accordance with the terms and conditions of contract, copy of which, while not attached to this resolution, is on file in the City Clerk's Office (the "Contract").

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

**Section 1.** The City is hereby authorized to enter into the Contract with Thomas F. Amodeo, doing business as A & A Trucking & Excavating, for the Demolition Project.

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

the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

## CONTRACT

THIS CONTRACT ("Contract") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between CITY OF LAKE CITY, FLORIDA, a municipal corporation located at 205 North Marion Avenue, Lake City, Florida 32055, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and THOMAS F. AMODEO, DOING BUSINESS AS A & A TRUCKING & EXCAVATING, located at 2080 NW 35<sup>th</sup> Street, Ocala, Florida 34475, whose mailing address is 2080 NW 35<sup>th</sup> Street, Ocala, Florida 34475 (herein referred to as "Contractor").

## RECITALS

A. In response to the City of Lake City, Florida's ("City") ITB-007-2010, the City has determined that the bid of Thomas F. Amodeo, doing business as A & A Trucking & Excavating, (the "Contractor") was the lowest and best responsive bid (the "Bid") for the demolition and removal of a brick structure formerly occupied as the City Hall (herein the "Structure") located on property Parcel Number 00-00-00-12681-000 (the "Property"), which is owned by the City (herein the "**Demolition Project**").

B. The City desires to accept and award the Bid to the Contractor and to enter into this Contract with Contractor for the Demolition Project which includes the demolition and removal of the Structure from the Property in accordance with the terms, provisions and conditions of this Contract.

C. The Contractor has agreed to perform all of the work required to complete the Demolition Project for a lump sum payment of FORTY NINE THOUSAND SEVEN HUNDRED NINETY FOUR AND NO/100 DOLLARS (\$49,794.00).

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

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

2. Contractor agrees to and shall demolish and remove the Structure from the Property in accordance with and as required by the terms and conditions of this Contract. Contractor shall furnish all material, tools, equipment and labor necessary for the demolition and removal of the Structure from the Property, including the removal of all attachments, such as concrete foundations, driveways, sidewalks and above-ground pipe, and perform all work strictly in accordance with the terms, conditions, provisions and requirements of this Contract, ITB-007-2010, Instruction to Bidder, Technical Specifications, General and Special Provisions, copies of which are attached hereto as Composite Exhibit "A" (herein the "Contract Documents"), all of which are a part of this Contract.

3. City shall pay the Contractor as full compensation for the performance of this Contract the lump sum of FORTY NINE THOUSAND SEVEN HUNDRED NINETY FOUR AND NO/100 (\$49,794.00) upon the completion of the Demolition Project.

4. Contractor shall: (a) remove from the Property all of the demolished materials and transport and deposit such in a legally authorized building material disposal facility; and (b) remove from the Property all trash, debris, construction materials and/or loose material and dispose of it as required by City regulations, none of which shall be buried

on the Property; and (c) level the ground area of the Property upon the completion of the Demolition Project so that no depressions greater than three inches (3") are visible.

5. Contractor agrees to complete the Demolition Project in accordance with generally accepted standards relating to the Demolition Project and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the Demolition Project and services to be provided and performed by the Contractor.

6. Contractor shall commence work on the Demolition Project immediately upon receipt from the City, in writing, to proceed and shall complete all work required under the terms of the Contract within ten (10) calendar days (the "Completion Time"), unless the Completion Time is extended, in writing, because of inclement weather.

7. Prior to the commencement of work on the Demolition Project, Contractor must (a) obtain a business license from the City authorizing it to perform the work; and (b) obtain from the City Growth Management Department a demolition permit; and (c) provide the City with proof of insurance coverage required by the Contract Documents in the form of certificates of insurance to the City, naming the City as an additional insured, and the required performance bond.

8. This Contract shall not be assigned or transferred by Contractor, nor the whole, nor any portion sublet, without the written consent of City. Contractor is an independent Contractor and not the agent or employee of City.

9. The work shall be done with the least possible inconvenience to the public.

10. Upon receipt of written notice from the Contractor that the work has been completed and is ready for final inspection and acceptance, the City's building inspector shall, within one (1) week, make such inspection, and when he finds the work complete under this Contract and the Contract fully performed, he will promptly issue a final certificate, over his signature, stating that the work required by the Contract has been completed and is accepted by him on behalf of the City, under the terms and conditions thereof, and the full Contract price owed to Contractor, shall be paid to the Contractor by the City within thirty (30) days. However, before payment is paid, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Demolition Project have been paid.

11. Contractor acknowledges receiving copies of the Contract Documents and agrees to and shall abide by and comply with and to be bound by each and every provision thereof.

12. Contractor agrees to and shall indemnify, and hold harmless the City and its officers, agents and employees from and against all suits, actions, claims, damages, costs, charges and expenses, including court costs and attorney fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees or sub-contractors, if any.

13. In the event of default by either City or Contractor under the terms of this Contract, the defaulting party shall be liable for, and agrees to pay, all costs and

expenses incurred in the enforcement of this Contract, including attorneys' fees.

14. All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when sent via Overnight Mail, properly addressed and postage prepaid or by certified mail, return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the address set forth below or to such other address or to such other person as any party shall designate. Such address may be changed by written notice given to the other party.

If intended for CITY to:

Mr. Wendell Johnson  
City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

If intended for Contractor to:

Mr. Thomas F. Amodeo  
doing business as A & A Trucking & Excavating  
2080 NW 35<sup>th</sup> Street  
Ocala, Florida 34475

15. This Contract shall be binding upon and shall inure to the benefit of City and Contractor, their successors and assigns.

IN WITNESS WHEREOF, City and Contractor have entered into this Contract as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(type or print name)

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(type or print name)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
THOMAS F. AMODEO  
doing business as  
A & A Trucking & Excavating

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(type or print name)

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney



**CITY COUNCIL RESOLUTION NO. 2010-028**

**A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF CLINTON L. VANBENKOKOM AS AN ELECTED POLICE OFFICERS' TRUSTEE ON THE BOARD OF TRUSTEES OF THE LAKE CITY MUNICIPAL POLICE OFFICERS RETIREMENT TRUST FUND TO SERVE THE REMAINDER OF THE TWO-YEAR TERM VACATED BY TIMOTHY E. MURPHY.**

**WHEREAS**, pursuant to and in accordance with the election procedures and the requirements of Ordinance 99-859, as amended, Officer Timothy Edward Murphy was elected to the Board of Trustees (the "Board") of the Lake City Municipal Police Officer Retirement Trust Fund by majority vote of police officers who are active members of the plan to serve as Police Officer Trustee for a two (2) year term, terminating at Midnight, May 19, 2011, or until his replacement is selected; and

**WHEREAS**, Officer Timothy Edward Murphy has resigned as Trustee and there now exists a vacancy on the Board; and

**WHEREAS**, by a majority vote of police officers who are active members of the plan at a meeting held February 15, 2010, CLINTON L. VANBENKOKOM was elected to serve as the Police Officer Trustee to fill the unexpired term of Officer Timothy Edward Murphy for a term retroactive to February 15, 2010, and terminating at Midnight, May 19, 2011, or until his replacement is selected.

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

**Section 1.** The election of CLINTON L. VANBENKOKOM to serve as Police Officer Trustee of the Lake City Municipal Police Officers Retirement Trust Fund is

hereby ratified and confirmed for a term retroactive to February 15, 2010, and terminating at Midnight, May 19, 2011.

**Section 2.** Having taken the required oath of office, CLINTON L. VANBENKOKOM is hereby appointed to serve as Police Officer Trustee of the Lake City Municipal Police Officers Retirement Trust Fund.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

# 9 C-5

**CITY COUNCIL RESOLUTION NO. 2010-029**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AGREEMENT FOR PROFESSIONAL SERVICES WITH IBI GROUP, INC. RELATING TO SERVICES FOR THE PREPARATION OF A NEW COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT PLAN.**

**WHEREAS**, the Community Redevelopment Agency (the "CRA") has determined that it is in the interest of the City of Lake City, Florida ("City"), to prepare a new Redevelopment Plan; and

**WHEREAS**, the CRA has recommended to the City that it desires to employ the services of IBI Group, Inc. ("IBI") as the best qualified consultant to prepare a new Redevelopment Plan and recommends to the City that it enter into an Agreement for Professional Services with IBI for the preparation of a new Redevelopment Plan at a cost not to exceed \$94,100.00; and

**WHEREAS**, the City has determined that it is in the interest of the public to accept the recommendations of the CRA and to engage the services of IBI pursuant to the terms, conditions and provisions of the Agreement for Professional Services, copy of which is attached hereto and made a part of this resolution (the "Agreement"); and

**WHEREAS**, the City desires to enter into the Agreement with IBI.

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

**Section 1.** The City is hereby authorized to enter into the Agreement with IBI and to pay IBI an amount not to exceed \$94,100.00 from TIF funds appropriated by the CRA Resolution No. 2010-04.

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
FOR THE CITY OF LAKE CITY, FLORIDA**

This Professional Services Agreement ("Agreement"), made and entered into as of this \_\_\_\_\_ of \_\_\_\_\_ 2010 by and between the City of Lake City, a Florida Municipal Government Entity (hereinafter referred to as the "City") and IBI Group Inc., hereinafter referred to as the ("Consultant").

WHEREAS, the City desires Consultant to provide certain professional consulting services for the Project as set forth in the Scope of Services described in Exhibit "A" attached hereto and incorporated herein (the "Project") and the Consultant desires to provide such professional consulting services to the City pursuant to the terms of the Agreement.

NOW THEREFORE, in consideration of the premises and their mutual understanding set forth herein, the parties agree as follows:

**1. PROVISION OF SERVICE**

- 1.1 The Consultant shall provide, pursuant to this Agreement, professional consulting services for the Project as more fully described in the Scope of Services set forth in Exhibit "A", attached hereto and incorporated herein. The Consultant agrees to perform the services for the Project subject to the terms and conditions in the Scope of Services, including compliance with the schedule set forth therein.
- 1.2 The City and the Consultant may make any additions to the Scope of Services as set forth in Exhibit "A" by mutual written agreement only. The approval of additional work for the Project on change orders shall only be given following approval from the City and prior to any extra work on the Project being performed by the Consultant. The City may rescind work on the Project previously ordered by written instructions to the Consultant. In the event of any such rescission by the City, the Consultant shall still be entitled to receive the amount due it for such services rendered for the Project prior to the date of such rescission. The provisions of this Agreement, with appropriate changes in the Consultant's compensation and project schedule, shall apply to all modifications in work ordered for the Project.

2. **TERM OF AGREEMENT**

The term of this Agreement shall be from the Effective Date until completion of the Project. The Term of this Agreement may be extended upon written agreement of the parties.

3. **COMPENSATION FOR SERVICE**

- 3.1 Compensation for services rendered by the Consultant shall be as set forth in Exhibit "B" attached hereto and made a part hereof.
- 3.2 The Consultant will prepare and submit to the City an invoice detailing specific services provided on a monthly basis or at the end of a specific phase of the Project as set forth in Exhibit "A". Payment for services will be made by the City within thirty (30) days of the invoice date. If the City objects to any portion of an invoice, the City shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice.
- 3.3 Reimbursable expenses, included but not limited to printing and plotting costs, long distance telephone calls and facsimile, photocopying, overnight delivery services, travel, etc. as further set forth in Exhibit "B" will be invoiced at a cost not to exceed 5% of the total compensation as set forth in Exhibit "B."

4. **TERMINATION OF CONTRACT**

This Agreement or any work authorization may be terminated by the City at any time upon written notification to Consultant as to any services to be rendered after such notice is given. In the event of any such termination by the City, the Consultant shall still be entitled to receive the amount due it for services rendered hereunder prior to the date of such termination.

5. **INSURANCE**

- 5.1 The Consultant shall maintain the following minimum insurance coverage during the performance of the services under this Agreement:

Workers Compensation - Statutory Limit

Employer Liability - \$1,000,000/Accident-Bodily Injury  
\$ 500,000/Policy Limit - Disease  
\$1,000,000/Employee - Disease  
Auto Liability - \$1,000,000/Property Damage

\$1,000,000/Bodily Injury - Each occurrence

General Liability - \$1,000,000 BI/AD per occurrence

Professional Liability - \$1,000,000 Aggregate

- 5.2 Such insurance shall contain provisions showing that the City is an additional named insured, that the Consultant's insurance policies are primary to the City's insurance policies and that any reduction of the policy limits by endorsement of any said policies or the cancellation of said policies shall not be effective without first providing the City with thirty (30) days written notice.

6. **ASSIGNMENTS**

Neither the Consultant nor the Client shall assign nor subcontract the whole of this Agreement or any work authorization without the prior written consent of the other.

7. **INDEPENDENT CONTRACTOR**

The Consultant is providing the services to be performed hereunder as an independent contractor and nothing in this Agreement shall be construed to constitute any other relationship between the City and the Consultant. The Consultant shall at all times maintain exclusive direction and control over the Consultant's employees, methods, equipment and facilities used by the Consultant in the performance of its work. The Consultant is responsible for all applicable employment and income taxes related to the performance of its services, and Consultant agrees to hold harmless the Client from any claims for payment of said obligations.

8. **HOLD HARMLESS**

The Consultant agrees to indemnify and hold harmless the Client of, from, and against liability and expense, including reasonable attorney's fees, in connection with claims for personal injuries or property damage, including loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subcontractors, employees, or anyone else utilized by the Consultant in the performance of this contract. This includes claims made by the employees of the Consultant against the Client and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the Client may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF LAKE CITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

The IBI Group

By: \_\_\_\_\_

Scott Stewart, CEO

IBI Group



## **Exhibit A: Scope of Services**

### **WORK TASK 1.0 – PROJECT ORGANIZATION**

Objective: To organize the project in a fashion which clearly delineates the goals and objectives of the work and the preparation of a clear and succinct project scope and schedule, and development of a comprehensive public involvement strategy.

#### **1.1 Project Organization**

- a. Consultant and appropriate staff will meet and discuss overlapping work efforts, existing base data, past studies, level of public involvement/participation, timing of related projects, and key issues.

#### **1.2 Final Work Schedule**

- a. The Consultant shall prepare a final work schedule for the project. The schedule shall designate public involvement meetings, meetings with the Planning Board, client staff review meetings, Consultant team meetings, Commission meetings and required public hearings.
- b. The Consultant shall identify date, time, meeting location, participants, topics of discussion, and desired decisions. The Client staff will provide notice, secure accommodations and generally facilitate all meetings.

#### **Products:**

- Final project schedule

### **WORK TASK 2.0 – INVENTORY**

Objective: To prepare a comprehensive database for use on the project. This shall consist of all existing Client data and all primary data generated by past studies and other Consultants. The Consultant team to generate the analysis of the opportunities and constraints of the project area shall utilize the database.

#### **2.1 Review Existing Documents and Studies**

Description: This task will include the review of all pertinent studies and documents prepared by the Client, State or Regional agencies and other consultants. Each of the documents will be reviewed with regard to any base data, which may be useful in the preparation of maps, analysis, and planning strategies. Documents to be reviewed include, but will not be limited to the following:

- a. Existing development and redevelopment proposals
- b. City and county comprehensive plans
- c. Study area Future Land Use designations
- c. City zoning codes and ordinances
- d. Design standards and land development regulations
- e. Storm water master plans
- f. State and County transportation plans
- g. Economic studies and programs

- h. Capital improvement plans
- i. Budgets
- j. Parks & Recreation Master Plan
- k. Other Documents as determined necessary by the City

## **2.2 Site Inventory**

- a. This task will include the inventory of the planning and physical characteristics of the project site. A physical conditions base map will be prepared which delineates each type of existing improvement and its location on the site.
- b. The existing conditions inventory will include the preparation of a detailed base map and a series of inventory maps and photographs. The mapping will be prepared using AutoCAD and GIS mapping procedures. Mapping will be prepared at a scale, which allows the base maps to be enlarged for the preparation of physical alternatives and the development of the preferred master plan. Reproducible originals will be made available to the Owner. The specific items of the inventory will include, but will not be limited to:
  - 1. Existing land use/Future land use
  - 2. Study area future land use
  - 3. Land ownership/Land values
  - 4. Zoning
  - 5. Utilities
  - 6. Parking/Circulation
  - 7. Public facilities
  - 8. Historic sites/potential historic sites
  - 9. Urban design elements
    - a. Parks
    - b. Open Space and Plazas
    - c. Sidewalks
    - d. Alleys
    - e. Trails
    - f. Roadway configuration
    - g. Streetscape improvements
    - h. Waterfront Amenities
    - i. Siting and building characteristics of development proposals
    - j. Lighting and signage conditions
    - k. Architectural Elements
    - l. Overhead Utilities
- c. During this phase of the process the consultant will update the City's GIS Data Base for the redevelopment area. The cost for this service will depend on the City's needs and available data. For the purpose of this proposal it is assumed that the data is readily available through the County and/or Property Appraisers data base. A lump sum conservative figure is provided in the budget at this time.

## 2.3 Focus Groups and Key Interviews

- a. The Consultant and designated City staff will hold a series of focus group meetings to establish the goals for the redevelopment plan.
- b. Workshops will be held with the following groups:  
City Council/CRA Board/Planning and Zoning Board  
Business Group (Chamber, etc)  
Government Organizations  
Property Owner representatives  
Environmental, Civic and Homeowners groups
- d. The Consultant will conduct a series of interviews with key stakeholders in the City. At a minimum interviews will be held with the following interests:
  - i. Representatives from Columbia County Administration
  - ii. Representatives from Shands Hospital, VA Medical Center and Lake Shore Hospital Authority
  - iii. Lake City Middle School/Elementary School, Columbia County School Board
  - iv. Community Leaders
  - v. Downtown Action Corporation Inc.
- c. The Consultant shall help generate a clear sense of the purpose for the project; the major issues confronting the project; and the social, economic, and political goals for the project.

### ***Products:***

- Focus group meetings
- Focus Group Meeting & Interview Summary report
- CAD base map
- Inventory maps, Photographic Inventory
- Summary Inventory Report
- Updated GIS Data Base

## **WORK TASK 2.0 – PUBLIC INVOLVEMENT**

Objective: To obtain input on community issues and concerns from the expression of the community through public workshops. To provide a forum for continued dialogue between the Client, area residents and the Consultants concerning program development and direction.

2.1 Public support for community planning is crucial to the ultimate success of the project. Workshops at important junctures in the planning process ensure that residents have ample opportunity for tracking the project and for providing direction on critical aspects of community design. We recommend that a minimum of three public workshops be held during this effort.

2.2 In order to track the progress of the project and provide quality assurance, the consultant will meet regularly with the City Manager, CRA Manager, City Staff and

others deemed appropriate by the Client. It is anticipated that we will meet at least once a month to review products and materials and devise strategies to ensure the success of the project. It is also anticipated that the consultant will provide monthly updates to the CRA advisory Board and provide periodic updates for the City Council.

***Products:***

- 3 Public Workshops
- Workshop Summary Reports
- 24 total meetings with staff and CRA Advisory Board

**WORK TASK 3.0 – URBAN DESIGN ANALYSIS**

**3.1 Site Analysis**

- a. The site analysis will utilize the existing conditions inventory to evaluate the physical characteristics of the study area. The analysis will evaluate the existing conditions issues and will discuss critical areas of concern as they relate to existing conditions and proposed improvements. The site analysis will be used to devise future development strategies that will be consistent with the expressed desires of the community. Through public input the consultant will be able to determine the preferred alternative building heights, massing and orientation.
  
- b. The site analysis will address the following issues:
  1. Pedestrian circulation patterns
  3. Directional and identity signage
  4. Existing public open space
  5. Existing landscape
  6. Visual conditions
  7. Existing R.O.W. design
  8. Existing building setback design
  9. Traffic circulation
  10. Service access
  11. Parking location and quantity
  12. Lighting conditions
  13. Paving conditions
  14. Drainage conditions
  15. Utilities constraints
  16. Building facade conditions
  17. Vacant land opportunities
  18. Land Use/Circulation
  19. Compatibility
  20. Viable redevelopment sites
  21. Opportunities and constraints
  22. Vacant land

**Products:**

- Analysis Maps
- Analysis Summary Report

**WORK TASK 4.0 – CONCEPTUAL REDEVELOPMENT PLAN PREPARATION AND REVIEW**

**4.1 Program Development**

- a. Based on the outcome of the first community workshop and analysis of the opportunities and constraints for future development in the expanded areas of the redevelopment district, the consultant will prepare a Conceptual Plan which will contain a description of all aspects of future development in the area.
- b. The Consultant will combine the findings of the analysis phase with the citizens' strategies for redevelopment as expressed through the Visioning process. This will become the development program for the plan.
- c. The Consultant will then translate the development program into a physical program. Projections for approximate size and location of future land use types, activities and projects will be made.

**4.2 Conceptual Plan**

The Consultant will then prepare a composite plan. The plan will form the basis of the elements to be contained in the Urban Design Plan and Capital Improvements Program

- a. Land use areas
- b. Anticipated height and density requirements
- b. Auto circulation routes
- c. Pedestrian circulation routes
- d. Pedestrian plaza areas and urban open space
- e. Parking areas
- f. Key infrastructure improvements
- g. Key land use project areas
- h. Key redevelopment opportunities
- i. Proposed City Government Improvements
- j. Proposed County Government Improvements
- k. Hospital and School Board Future development plans
- l. Potential historic sites
- m. Proposed waterfront improvements
- n. Anticipated neighborhood improvements
- o. Housing strategies for various housing types

**4.3 Conceptual Plan Review**

- a. The Conceptual Plan Graphic will be reviewed by Client staff, Client Council, CRA Advisory Board, planning board members, and the public.
- b. The public will evaluate the composite plan to affirm consensus.

**Products:**

- Public workshop
- Program summary
- Composite Plan
- Review & revisions

## **WORK TASK 5.0 – CAPITAL IMPROVEMENTS PLAN**

Objective: The intent of the Capital Improvements Plan is to deliver a product that will serve as a redevelopment manual for the City and CRA. It will contain detailed cost estimates and identify funding sources and project phasing recommendations to enable the City to systematically pursue projects contained in the Master Plan. Administrative recommendations will include identification of the roles and relationships of the various individuals and organizations responsible for implementing each project contained in the document.

### **5.1 Capital Improvements/Implementation Plan**

- a. Capital Improvements Plan Overview
- b. Description of public and private projects
- c. Description of City and CRA participation
- d. Cost estimates
- e. Funding intent of each phase
- f. Source options
- g. Management and administrative recommendations
- h. Long term public involvement strategies

## **WORK TASK 6.0 – PLAN ADOPTION & FINAL DOCUMENTATION**

### **6.1 Final Public Hearings**

- a. Public hearings to solicit final approvals

### **6.2 Documentation**

- a. Preparation of final Redevelopment Master Plan document

**Products:**

- Public Workshops
- Final Plan

## **OPTIONAL WORK TASK 2A – ECONOMIC ANALYSIS**

Based on the available information, IBI Group will prepare a baseline socio-economic analysis of Lake City and relevant, adjacent jurisdictions. The analysis will examine the City's historic, current and forecasted population, employment and economic activity. This analysis will provide important background and context for the City in determining a sustainable strategy for the future of the Downtown CRA district. A key aspect of this task will include a profile of the jobs by industry at the regional/ county level; this will be compared to the distribution of jobs by industry in Lake City to provide a location quotient (LQ) which provides a numeric assessment of the area's strengths and weaknesses within the broader area. This allows the analysis to key in on the economic strengths of the area as well as provide an understanding of the relatively weaker components of the local economy.

This provides important base information on which to commence building a strategy. As well, the City's tax structure will be compared to relevant jurisdictions to evaluate how City fiscal policies affect economic development and tax revenues.

Attachment "A" Lake City CRA Master Plan		Project Manager/ Principal Planner	Senior Planner	Landscape Architect	Graphics	Total Task Hours	Total Costs
		Easton	Kaira	Thompson	Atsuko		
		\$125.00	\$95.00	\$95.00	\$65.00		
Task 1	Project Organization/Initiation	20				20	\$2,500.00
Task 2	Inventory & Analysis	60	100	40		200	\$20,800.00
Task 3	Public Workshops	40	60	40		140	\$14,500.00
Task 4	Concept Plan Development & Review	60	60	40	80	240	\$22,200.00
Task 5	Implementation Strategies and CIP	60	80	20		160	\$17,000.00
Task 6	Final CRA Plan Document	40	80	20	40	180	\$17,100.00
	<b>Total Hours</b>	<b>280</b>	<b>380</b>	<b>160</b>	<b>120</b>	<b>940</b>	
	<b>Total Fees</b>	<b>\$35,000.00</b>	<b>\$36,100.00</b>	<b>\$15,200.00</b>	<b>\$7,800.00</b>		<b>\$94,100.00</b>



CITY COUNCIL RESOLUTION NO. 2010-030

**A RESOLUTION AUTHORIZING THE CITY OF LAKE CITY, FLORIDA, TO ENTER INTO TASK ASSIGNMENT NUMBER FIVE UNDER THE PROVISIONS OF REVISED BASIC CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH JONES EDMUNDS AND ASSOCIATES, INC., AUTHORIZED BY CITY RESOLUTION NO. 2008-006, TO PROVIDE ADDITIONAL PROFESSIONAL ENGINEERING SERVICES RELATING TO THE INITIAL STRUCTURAL EVALUATION OF THE BLANCHE HOTEL ("HOTEL") FOR THE PURPOSE OF DETERMINING AND EVALUATING ANY REPAIRS NEEDED TO MAKE THE BUILDING STRUCTURALLY SOUND AND IN COMPLIANCE WITH BUILDING CODE STANDARDS, FOR POTENTIAL REDEVELOPMENT AS COMMERCIAL AND/OR RESIDENTIAL USE AT A PROPOSED LUMP SUM FEE OF \$24,500.00.**

**WHEREAS**, the City of Lake City, Florida ("City") entered into a Revised Basic Contract (the "Revised Basic Contract") with Jones Edmunds & Associates, Inc. ("Consultant") authorized by Resolution No. 2008-006 for professional services with respect to certain studies, planning, design and construction of improvements for the City; and

**WHEREAS**, the Lake City Community Redevelopment Agency ("CRA") by CRA Resolution No. 2010-05 has recommended that the City enter into Task Assignment Number Five, copy of which is attached hereto and made a part of this resolution ("Task Assignment Number Five") and has appropriated \$24,500.00 of TIF funds to pay for the cost of the structural evaluation of the Hotel; and

**WHEREAS**, the finding and recommendations of CRA Resolution 2010-05 are hereby ratified and made a part of this resolution; and

**WHEREAS**, the City desires to engage Consultant to render City services pursuant to and in accordance with the provisions of Task Assignment Number Five relating to performing an initial structural evaluation of the Blanche Hotel to determine

any repairs needed to make the building structurally sound for potential redevelopment as commercial and/or residential use.

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

**Section 1.** The City is hereby authorized to enter into Task Assignment Number Five with Consultant and the Mayor is authorized to execute Task Assignment Number Five for and on behalf of the City.

**Section 2.** The City is authorized to pay Consultant a lump sum fee of \$24,500.00 from TIF funds appropriated by CRA Resolution 2010-05 to perform the work.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**TASK ASSIGNMENT NUMBER FIVE TO REVISED BASIC CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND JONES EDMUNDS & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL CONSULTING SERVICES RELATING TO PERFORMING A STRUCTURAL EVALUATION OF THE BLANCHE HOTEL.**

THIS TASK ASSIGNMENT NUMBER FIVE made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES EDMUNDS & ASSOCIATES, INC., a Florida Corporation, whose mailing address is 730 Northeast Waldo Road, Building A, Gainesville, Florida 32641 (herein referred to as "Consultant")

**RECITALS**

A. City and Consultant have heretofore entered into a Revised Basic Contract with an effective date of July 2, 2007, for professional consulting services as authorized by City Resolution No. 2008-006 (the "Revised Basic Contract").

B. The Revised Basic Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional engineering services to perform a structural evaluation of the Blanche Hotel and desires to enter into this Task

Assignment Number Five with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Five.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in Scope of Services attached hereto as Exhibit "A" and made a part of this Task Assignment Number Five.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a lump-sum fee of \$24,500.00.

4. **PROVISIONS OF REVISED BASIC CONTRACT**. The terms, provisions, conditions, and requirements of the Revised Basic Contract are incorporated herein and made a part of this Task Assignment Number Five and shall be complied with by Consultant.

5. **INCLUSIVENESS OF WORK**. Notwithstanding anything in this Task Assignment Number Five or the Revised Basic Contract to the contrary, it is understood and agreed to by Consultant that the scope of work to be performed and prepared by Consultant under this Task Assignment Number Five must and will include all work and services necessary to complete the scope of services as set forth herein.

6. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of

the Revised Basic Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Revised Basic Contract or any Task Assignment, including reasonable attorneys' fees.

7. **ENTIRE AGREEMENT**. This Task Assignment Number Five constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings with respect to the project. This Task Assignment Number Five may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8. **PARTIES BOUND**. This Task Assignment Number Five shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task

Assignment Number Five as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
STEPHEN M. WITT, Mayor

\_\_\_\_\_  
(Print/type name)

ATTEST: \_\_\_\_\_  
AUDREY SIKES  
City Clerk

\_\_\_\_\_  
(Print/type name)

Witnesses as to City

(SEAL)  
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Signed, sealed and delivered  
in the presence of:

JONES EDMUNDS & ASSOCIATES, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
JAMES K. McLELLAN, P.E.  
Vice President/Jacksonville Office  
Manager

\_\_\_\_\_  
(Print/type name)

"CONSULTANT"

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
(Print/type name)

Witnesses as to Consultant

# JONES EDMUNDS

March 30, 2010

Wendell Johnson, City Manager  
City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

Subject: Revised Proposal #2 for Structural Evaluation of the Blanche Hotel  
Lake City, Florida

Dear Mr. Johnson:

Jones Edmunds is pleased to present this revised fee proposal to perform a structural evaluation of the Blanche Hotel in Lake City, Florida. We understand that this proposal is to cover an initial structural review to determine any repairs needed to make the building structurally sound for potential redevelopment as commercial and/or residential use. The findings of the study will be provided in a written report, which Jones Edmunds will provide the City within 90 days after contractual Notice to Proceed.

As discussed at our initial meeting and walk-through of the property, the Blanche Hotel is three stories tall and has approximately 75,000 SF of enclosed space. The core facility was initially built in the early 1900s as a load-bearing masonry structure. Two additions are apparent. As part of this evaluation, we may need to perform minor demolition in order to view portions of the structure which are currently covered by finishes. Repair of this minor demolition is not included in our proposal.

We have received and reviewed the record drawings for the existing hotel. These drawings provide valuable information, but do not provide sufficient information regarding structural elements of the building. Therefore, we will need to perform site investigations to supplement the record drawings.

Our scope of services includes the following tasks:

1. Meet with Lake City representatives to review scope of services required and intent of this evaluation.
2. Obtain copies of available drawings for the existing facility.
3. Perform limited survey of the building to assess and document the structural condition of existing construction.
4. Perform a structural analysis to assess the structural integrity of the building and assess the load capacity of the floor and roof systems.
5. Prepare a written report to be delivered to the City Manager summarizing the findings of the assessment and our recommendations regarding any potential upgrades needed to bring the building into conformance with current building requirements or into reliable service.

3910 South Washington Avenue  
Suite 210  
Tomball, FL 32730

351-769-2970 Phone  
351-769-2971 Fax  
[www.jonesedmunds.com](http://www.jonesedmunds.com)

Our proposed lump sum fee to perform this assessment is \$24,500, which includes the additional field effort to supplement the record drawings.

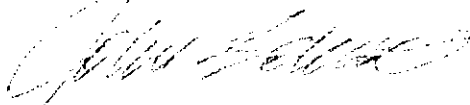
The following items are excluded from our proposal, but can be provided as additional services:

1. Perform code review of the building to determine if it will meet building code requirements for its intended uses (commercial, retail, and residential). Estimated Fee - \$5,100.
2. Detailed as-built drawings for the entire building, including a survey to document the dimensions, materials, and other as-built conditions of the building. Estimated Fee - \$11,200.
3. Performing an in-depth structural analysis of all structural elements to verify load capacity of the building. Estimated Fee - \$26,240.
4. Environmental survey and testing to identify hazardous materials in the construction of the building. Testing would be done for asbestos, lead paint and other identified hazardous materials. Estimated fee to be provided after initial assessment is completed.
5. Phasing analysis to plan out a staged redevelopment of the Blanche Hotel. Scenarios would be developed to show potential refurbishment of the building to support new tenants. This analysis would address architectural, mechanical, electrical and plumbing requirements and provide recommendations for gutting the 3<sup>rd</sup> floor of the building to prepare it for tenant buildout as residential or commercial office space. Estimated fee to be provided after initial assessment is completed.

If this proposal is acceptable to you, please provide an executed task order in accordance with our continuing-service agreement dated January 22, 2008. We are prepared to begin work immediately upon receipt of a signed task order.

Thank you for the opportunity to work with the City on this important project.

Sincerely,



John O. Schmidt, P.E.  
Project Manager

xc: Richard N. Koller, PE, Jones Edmunds  
Linda Freese, Jones Edmunds



**CITY COUNCIL RESOLUTION NO. 2010-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA , APPROVING A FACADE GRANT PROGRAM DEVELOPED, RECOMMENDED AND APPROVED BY THE LAKE CITY COMMUNITY REDEVELOPMENT AGENCY BY ITS RESOLUTION NO. CRA RESOLUTION 2010-06.**

**WHEREAS**, the Lake City Community Redevelopment Agency ("CRA") has developed a Facade Grant Program (the "Facade Grant") as an outreach to existing commercial businesses located within the current Lake City Community Redevelopment Area to improve existing commercial business properties; and

**WHEREAS**, the CRA has recommended to the City Council of the City of Lake City, Florida ("City") that it is in the interest of the City and its citizens to enter into the Facade Grant, copy of which is attached hereto and made a part of this resolution; and

**WHEREAS**, the City finds that it is in the public interest that the Facade Grant be approved.

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

**Section 1.** The City hereby approves the Facade Grant to be funded with \$50,000.00 of TIF funds appropriated by CRA Resolution No. 2010-06 for the remainder of the fiscal year ending September 30, 2010.

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

\_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

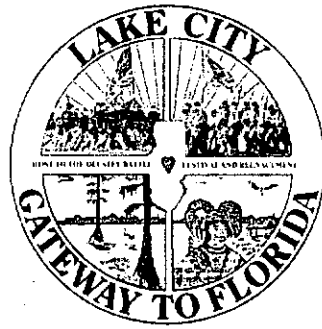
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**CITY OF LAKE CITY, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY  
FAÇADE GRANT PROGRAM**



**POLICY GUIDE 2010-XX**  
**Adopted \_\_\_\_\_**

**CITY OF LAKE CITY, FLORIDA**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**FAÇADE GRANT PROGRAM**  
**COMMUNITY REDEVELOPMENT AREA**  
**FOR EXISTING BUSINESS BUILDINGS**

**INTRODUCTION**

As an outreach of the City of Lake City, Florida, Community Redevelopment Agency (“CRA”) to the owners of existing commercial business buildings located within the current Lake City Community Redevelopment Area (“CRA Area”), the CRA hereby establishes a Façade Grant Program (the “Grant Program”) for the fiscal year ending September 30, 2010, to be funded with an appropriation of \$50,000.00 of TIF funds. The Grant Program will provide technical and financial assistance to property owners for renovations to the exterior of existing commercial business buildings within the current CRA Area. The objective of the Grant Program is to encourage existing commercial businesses located within the current CRA Area through financial incentives provided for in the Grant Program to improve the exterior of existing commercial businesses properties. All projects must conform to the goals and objectives of the Lake City Community Redevelopment Plan and corresponding Land Development Codes and Design Guidelines. By improving the visual appearance of downtown, the CRA becomes more attractive for recruiting new businesses and new construction, as well as opportunities for existing businesses to expand and attract new customers, all of which will improve and benefit the CRA commercial area.

**Eligibility and Funding Maximums**

Existing commercial business building owners located within the current CRA Area are eligible to be reimbursed one-time for 75% of the cost of materials and professional contracted labor for completed exterior renovations in a three-year period. Each storefront/business address is eligible for a maximum reimbursement of \$5,000, with an overall maximum reimbursement of \$10,000 per property that contains multiple storefronts/businesses. Businesses that improve both public entrances from public parking lots and their street address will be eligible for a maximum reimbursement of \$5,000 per improved entrance with a maximum reimbursement of \$10,000 per business. Businesses must be a conforming use in the CRA area. In the event the number of grant applications exceed the \$50,000.00 appropriation of TIF funds, grants will be awarded on a “first-come” based on the time of the filing of the application.

**Grant Funds will Reimburse, the Applicant for the Following Improvements**

- Removal of deteriorated building materials such as plywood, metal or stucco.
- New stucco or repair of stucco
- Painting (all colors must be approved before starting)
- New windows or replacements
- New doors or replacements
- New or replacement woodwork or architectural details
- Masonry work

- Signs (including the removal of old signs and the design, production and installation of new signs)
- Awnings (including the removal of old awnings and installation of new awnings (excluding fabric))
- Tear out required to build a new entrance into the building
- Lighting of the exterior
- Brick or textured pavement
- Professional Design Services
- Courtyard and Outside Dining design & development.
- Barrel tile or standing seam roof repairs or installation.

### **INELIGIBLE EXPENDITURES**

- Improvements made prior to grant approval.
- Interior renovations
- Flat roof repairs
- Refinancing existing debts.
- Non-fixed improvements
- Inventory / fixtures / equipment.
- Sweat equity payments (i.e. reimbursement for applicant's own labor in performance of renovation work or new construction).
- Business Payroll.
- General maintenance.
- Work performed that is not consistent with the Design Guidelines for the CRA pursuant to the Community Redevelopment Plan and Lake City Land Use and Development Regulations.

### **Procedure:**

**Step One:** Submit the following to the Growth Management Department at 205 N. Marion Avenue. No grant will be processed without the following:

- Completed Application form
- Two (2), separate construction bids from a licensed contractor. If work is undertaken by more than one contractor, then two (2) separate bids for each proposed improvement must be submitted.
- Color chips of the paint colors to be used.
- Photograph of the existing building (all sides to be improved)
- If non-structural changes are proposed, a sketch or drawing to explain the changes.
- If structural changes in the building are proposed, architectural or engineering plans must be submitted.
- Proof that all taxes, impact fees and assessments are not delinquent.

### **Step Two:**

- Obtain approval from the CRA.
- Obtain all required building permits.

To insure that all work will comply with the Lake City Land Development Regulations all proposed renovations must be approved by the City Building Official. All work must

meet Florida Building Codes. Prior to the work commencing, award recipients must secure applicable Federal, State, County and City permits. Any and all unforeseen changes in the scope of work that may arise during the renovation process must be approved prior to any work initiated or completed. Change Order must be initiated through the CRA Administrator. Any bid additions and/or deletions must be approved prior to initiating any work change.

**Step Three:** When the work is completed:

- Provide photographs of all completed work.
- Submit all receipts and/or canceled checks as proof that materials and contracted improvement have been paid for. All paid receipts must include name, address, phone number and license number of the contractor. The CRA reserves the right to verify all costs associated with design or renovation work for which reimbursement is requested.
- Provide City inspection record to show that all work conforms to the work proposed and completed as approved.

### **QUALITY OF WORK**

All work must be performed in a professional and workman-like manner. All proposed and actual work must conform to all applicable rules and regulations of all regulatory agencies and bodies of Federal, State, County and City governments. All completed work must pass appropriate inspection(s) of applicable reviewing agency. The CRA reserves the right to withhold reimbursement payment should the final inspection reveal that the work performed was not completed in a professional and workman-like manner and/or has not successfully passed all applicable inspections.

### **COMPLETION OF WORK**

All work required by each recipient of a grant under the provisions of the Grant Program must be completed within \_\_\_\_\_ days from the date of the grant award.

### **POST AWARD PROJECT ALTERATIONS**

Grant recipients shall agree not to alter, modify, or remove the improvements made in accordance with the agreement for a period of three (3) years from date of grant award without the written permission of the CRA. The CRA may permit such alterations, modifications, or removal of the improvements when it determines that granting permission would not undermine the goals, objectives and policies of the CRA.

### **POST AWARD PROJECT MAINTENANCE**

In accordance with this agreement, the award recipient shall agree to maintain the improvements, including landscape materials, for a period of three (3) years from date of grant award.

**Attachment: Grant Application**

**CITY OF LAKE CITY, FLORIDA  
COMMUNITY REDEVELOPMENT AGENCY  
205 N. Marion Avenue, Lake City, FL 32055 (386) 719-5766  
FAÇADE GRANT APPLICATION FORM**

*(Please print or type requested information)*

**APPLICANT NAME:** \_\_\_\_\_

**PROPERTY OWNER'S NAME:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**PARCEL NUMBER:** \_\_\_\_\_

**TELEPHONE: (Business)** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**DESCRIBE TYPE OF IMPROVEMENTS PLANNED OR PROVIDE CONTRACTOR'S ESTIMATE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOTAL COST OF PROPOSED IMPROVEMENTS: \$** \_\_\_\_\_ **AMOUNT OF FUNDING REQUESTED: \$** \_\_\_\_\_ **(May not exceed \$5,000 each storefront/business)**

**CONTRACT ACKNOWLEDGEMENT**

I/we acknowledge, as evidenced by my/our signature(s) below, that I/we have received, read, understand and agree to comply with the terms and conditions as set forth in the CRA's Façade Grant Program Policy Guide. We further acknowledge that any breach of this contract may result in my being required to refund any funds awarded to me under this program.

\_\_\_\_\_  
**APPLICANT SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_  
**PROPERTY OWNER SIGNATURE (If other than applicant)**

Date Received by Growth Management \_\_\_\_\_

Zoning \_\_\_\_\_ conforming use    Y            N

Date Received by CRA Staff \_\_\_\_\_

Date Approved by CRA \_\_\_\_\_

**Michele Greene**

---

**From:** Joyce Bruner  
**Sent:** Friday, April 02, 2010 1:33 PM  
**To:** Antonia Robinson (arobinson@lakecityreporter.com); astillwell@gtcdesigngroup.com; Audre Washington; Audrey Sikes; Cherie Faircloth; dave cobb; dbreitwieser@wcjb.com; desk@wcjb.com; Gary Noland ; Herbert F Darby; jeff Simmons; Jerry Scarborough; karl burkhardt; Martha Orthofer; Michele Greene; mrogers@bblmail.com; Nick Harwell; Radio Kuka (radiokuva@yahoo.com); Stew Lilker (StewLilker@ColumbiaCountyObserver.com); todd wilson; Tom Mayer (tmayer@lakecityreporter.com); Tommy (tommy@965wjtk.com)  
**Subject:** Agenda-City Council Meeting  
**Attachments:** AgendaCC040510.doc

The agenda for the April 5<sup>th</sup> City Council Meeting is attached. Thank you.

Joyce Bruner  
Executive Assistant  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055  
Phone: 386-719-5768  
Fax: 386-752-4896  
Email: brunerj@lcfla.com