

AGENDA
KEYSTONE HEIGHTS CITY COUNCIL MEETING
555 S. Lawrence Blvd., Keystone Heights, Florida
Monday, April 01, 2024 at 6:00 pm

ANYONE WISHING TO ADDRESS THE CITY COUNCIL REGARDING ANY TOPIC ON THIS EVENING'S AGENDA IS REQUESTED TO COMPLETE A CARD AND RETURN TO THE CITY CLERK. SPEAKERS ARE RESPECTFULLY REQUIRED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES.
THE CITY COUNCIL PROHIBITS THE USE OF CELL PHONES AND PAGERS WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE OR HEALTH CARE PROVIDERS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

"Please turn off cell phones"

Invocation led by: Local Clergy

Pledge of Allegiance led by: Local Veteran

Roll Call: City Clerk

- 1. Public Comments**
- 2. Resolutions/Ordinances**
 - a. Resolution 2024-01 Jordan Cooper Memorial Scholarship Fund 5k Run Road Closure
 - b. Resolution 2024-02 Lake Region Kiwanis Club Parade Road Closure
- 3. Proclamations**
 - a. Water Conservation Proclamation
- 4. Consent Agenda**
 - a. Minutes
 - i. January 03, 2024 Special City Council Minutes
 - ii. January 08, 2024 City Council Minutes
 - iii. February 05, 2024 City Council Minutes
 - iv. February 20, 2024 Heritage Commission Minutes
 - v. February 26, 2024 Planning and Zoning Minutes
 - vi. February 28, 2024 City Council Workshop Minutes
 - vii. March 04, 2024 City Council Minutes
 - b. Financials
 - c. Life South Blood Drive Event Application for July 4th, 2024
 - d. 2023-2024 Roadway Improvements: Project Number 171759
- 5. Action Items**
 - a. Paul Wane – 4th of July Introduction
 - b. Airport Update – Manager Van Zant
 - c. Airport Utility Feasibility Study – Bill Prange, PE
 - d. Airport Seats 1 and 3
 - i. Current Board Members
 - ii. Seat 1 – Term Expires 05/2025
 1. James Eifert, David Welch and Terri Hall
 - iii. Seat 3 – Term Expires 05/2027
 1. Robert Ludwig (current member), James Eifert and David Welch
 - e. Keystone Heights Heritage Commission Seat 5 – Term Expires 04/2024
 - i. Renewal Application – Kerry Collins
 - f. Donate \$25k from lakes fund for fishing pier to Save our Lakes Organization – Manager Van Zant
 - g. Lake Level /Flow Predictions – Councilman Lewandowski
- 6. Discussion Only**
 - a. Agenda – Councilman Brown
 - b. July 4th – Councilman Brown
 - c. Schedule Parks Master Plan Workshop – Mayor Rodenroth and Councilman Lewandowski

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- d. City Hall Meeting Room – Councilman Lewandowski and Mayor Rodenroth
 - e. Strategic Plan – Councilman Lewandowski
 - i. Potential Workshop on April 10, 2024
 - f. Christmas Workshop – Councilman Lewandowski
 - i. Potential Workshop on August 14, 2024
 - g. Performance Reports – Councilman Lewandowski
 - h. City Discounts for Tax Paying Residents – Councilman Lewandowski
 - i. Child of Moon Tree – Councilman Lewandowski
 - j. Update on 125 Walker Drive Purchase – Manager Van Zant
 - k. Chautauqua – Councilman Lewandowski
 - l. KHHC 4th Grader Field Trip: April 19th, 2024 – Mayor Rodenroth
 - m. Special Magistrate – Councilman Hart
 - n. Summer Concerts – Councilman Lewandowski
- 7. Committee Reports/Recommendations**
- 8. Council Comments**
- 9. City Manager Report – Charlie Van Zant**
- 10. City Attorney Report – Rich Komando**

CONTRACT BETWEEN
THE CITY OF KEYSTONE HEIGHTS
AND
JOHN C. HIPPI CONSTRUCTION EQUIPMENT CO.

FOR CONTRACT:
2023-2024 Roadway Improvements
PROJECT NUMBER 171759

This CONTRACT is made and entered into on _____ (“Effective Date”), by and between the CITY of Keystone Heights, a public body politic and corporate and organized and existing under the Laws of Florida (CITY), whose address is: CITY of Keystone Heights, City Hall 555 S. Lawrence Blvd., Keystone Heights, Florida, 32656 and:

Company Name: John C. Hipp Construction Equipment Co. (“CONTRACTOR”)
Legal Address: 14610 NW 129th Terrace
Alachua, FL 32616
Phone: 386-462-2047

who hereby agree as follows:

WITNESSETH

WHEREAS, the Contractor has agreed to perform all work as set forth in the Contract Documents; and

WHEREAS, the City Council of the City of Keystone Heights has determined that there exists the need for such work within the City of Keystone Heights; and

WHEREAS, both parties agree to consolidate the Four Bid Proposals under one contract document; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and Contracts are set forth to which the parties hereto agree as follows:

1. The Scope of Work is specifically identified in the Contract Documents, but, in general, consists of the Roadway Improvements identified on the following four city streets, as described in the Four Bid Proposals submitted on 12-28-23.

A. Attachment A Beasley Lane Total Bid Price: \$25,011.91

B. Attachment B	Beam Lane	Total Bid Price: \$33,778.59
C. Attachment C	Naha Street	Total Bid Price: \$64,551.00
D. Attachment D	Citrus Avenue	Total Bid Price: \$77,907.12

Total Bid Price of A through D \$201,248.62

It shall be understood that the Total Bid Price, which is based on the estimated quantities and the unit prices bid, will determine the Contract Amount; however, payment to the Contractor will be based on the actual quantities of items in-place and accepted in accordance with the General Requirements and the payment provisions in the Plans and Specifications for each roadway.

Change Orders. All changes to the plans and specifications or selection of materials shall be submitted in writing by the City to the Contractor, and the parties shall agree to any decrease or increase in the Contract Price resulting from the change order. The Contractor shall not be obligated to perform the work covered by a change order unless and until City approves the change order. An election by Contractor not to require such written approval or prior payment shall not constitute a waiver of its rights to additional payment or otherwise prejudice its rights to collect such payments.

2. The CONTRACTOR agrees, the Work shall be completed in accordance with the specifications as contained in the plans (City of Keystone Heights Invitation to Bid issued **November 2023**). The CITY shall have at all times full opportunity to inspect the materials to be furnished and the Work to be performed under this CONTRACT. Such inspection shall not relieve the CONTRACTOR for the responsibility for proper execution of the Work.
3. The CONTRACTOR shall maintain such insurance as specified in the Bid Documents, to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance shall be provided to the CITY prior to the CITY issuing the Notice to Proceed to the CONTRACTOR and shall also be subject to its approval for adequacy of protection. The CITY shall be named as an additional insured under all policies.
4. The CITY reserves the unilateral right to terminate this CONTRACT under the following circumstances:
 - A. Termination of Convenience – Should the CITY decide to terminate this CONTRACT solely for its convenience, the CITY will notify the CONTRACTOR in writing stating such. The CITY will be obligated to pay the CONTRACTOR only for the Work performed until the effective date of the notice including all materials consumed in the execution of the Work that cannot be returned for credit of future use by the CONTRACTOR. CONTRACTOR shall provide documentation to the satisfaction of the CITY of all claims to be paid due to this termination. The CITY shall not pay the CONTRACTOR for unearned profit resulting from termination of the CONTRACT.
 - B. Termination of Cause – Should the CITY determine that the Work is insufficient due to quality issues, failure of the CONTRACTOR to meet schedule commitments,

inability to conduct the Work in a professional, workmanlike manner or fail to meet any of the conditions of this CONTRACT, the CITY has the unilateral right, subsequent to the CONTRACTOR'S reasonable attempts to remedy the identified insufficiencies, to terminate this CONTRACT. The CITY shall notify the CONTRACTOR in writing of such termination. The CITY shall pay the CONTRACTOR for all work completed and accepted up until the time of termination. The CITY shall not pay the CONTRACTOR for unearned profit resulting from termination of the CONTRACT.

5. Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this CONTRACT as follows: CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its officers, agents, employees, from and against any and all liability, damages, losses, (whether in contract or tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR and persons employed by or utilized by the CONTRACT in CONTRACTOR'S performance of the CONTRACT.
6. The CONTRACTOR agrees and understands that the CONTRACTOR will abide by all Federal, State and Local rules and regulations of all authorities having jurisdiction regarding any aspect of the Work. Florida law shall govern all questions concerning the execution and implementation of this CONTRACT.
7. The CONTRACTOR agrees to commence work under this CONTRACT within ten (10) days from the date set forth in the "Notice to Proceed" (NTP) issued by the CITY, to comply with all time schedules, and to fully complete the work in accordance with the following:

A. Work shall be completed within ninety (90) calendar days from commencement of the Work by the CONTRACTOR. Prior to issuance of the Notice to Proceed, a 30-calendar-day period will be allowed for procurement of material and equipment. This procurement period shall begin on the date of delivery of the executed contract to the Contractor. No construction work shall be performed during the procurement period. The procurement period may be shortened at the request of the Contractor, in the event that he is able to obtain the materials and equipment in less time.

The aforementioned construction period shall include the time required to perform all the work and to complete all punch list work. The construction period already includes additional time for weather related delays and no additional time shall be granted unless extenuating circumstances outside of normal weather patterns occurs. The City of Keystone Heights reserves the right to assess liquidated damages for all workdays beyond the project duration outlined above at \$1,000.00 per work day.

Contractor shall not be responsible for delays arising from lack of access to the project site, weather conditions, unavailability or shortages of materials, untimely furnishing of information by City, changes or deletions requested by City, obtaining all necessary licenses and permits, labor difficulties, acts of God, warfare, vandalism, sabotage, or any other circumstances beyond the reasonable control of Contractor, and the time period for completing construction shall be extended by the number of days the progress of the work may be delayed by such circumstances.

8. The CONTRACTOR agrees to the following as a part of performing the Scope of Work:
 - A. Attend meetings with the CITY, as needed,
 - B. Provide a Work schedule to the CITY at least 5 (five) calendar days in advance of the work,
 - C. To work within the hours of 8 AM to 6 PM unless extended if acceptable to the CITY,
 - D. Workdays are Monday through Friday, except holidays.
9. Where any work is performed by the CONTRACTOR'S own forces or by subcontractors under contract with the CONTRACTOR, the CONTRACTOR shall warrant that all materials and equipment included in such Work shall be new except where indicated otherwise in CONTRACT DOCUMENTS, and that such Work shall be of good quality, free from improper workmanship for a period of one (1) year and defective materials in conformance with the specifications and/or Manufacturer's warranty period, whichever is greater, from the date of substantial acceptance by the CITY. The CONTRACTOR further agrees to correct all work found by the CITY to be defective in material or workmanship or not in conformance with the specifications. Contractor warrants the labor and materials used in performing this agreement for a period of one (1) year from the date of substantial completion. Contractor's warranty excludes coverage for damage caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, normal wear and tear or damage by natural causes. The above stated warranties are in lieu of all other express or implied warranties.
10. If the Contractor subcontracts any portion of this Work, the CONTRACTOR shall be fully responsible for the acts or omissions of the subcontractor, as the CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR.
11. In consideration of the foregoing premises, the CITY agrees to pay the CONTRACTOR for all items of work performed and material furnished at the unit prices and under terms of the CONTRACT DOCUMENTS. The CITY will pay the CONTRACTOR, when invoiced, on a net 30 basis and will retain 5% of the invoiced payment. The retention will be paid in full to the CONTRACTOR upon the satisfaction by the CONTRACTOR of the following:
 - A. Obtaining the CITY'S final acceptance of the Work,

B. The complete delivery of all warranty documentation,

C. The delivery of a CONTRACTOR'S Affidavit (Release of Lien).

12. All notices required to be given to the CITY or CONTRACTOR hereunder shall be sent by (a) registered or certified mail, whereupon notice shall be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, or facsimile transmission, whereupon notice shall be deemed to have been given on the day of delivery. If the day of notice is a Saturday, Sunday, or legal holiday, notice shall be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY shall be made to the CITY at:

The CITY of Keystone Heights
Attention: Charlie Van Zant
City Hall
555 S. Lawrence Blvd.
Keystone Heights, FL 32656
Phone: (352) 473-4807
Fax: (352) 473-5101

or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above. All notices required to be given to the CONTRACTOR hereunder shall be sent to the CONTRACTOR'S address at

John C. Hipp Construction Co.
Attention: Virginia Johns
P.O. Box 1000
Alachua, FL 32616
Phone: (386)462-2047
Fax: (386) 462-4141
estimating@jchipp.com

or to such an address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices can be made but a formal version of the notice shall also be made as outlined above.

13. Miscellaneous.

i) Entire Agreement. This agreement represents the entire agreement. No prior discussions or negotiations shall be enforceable, unless included in this agreement.

ii) Assignment; Amendment or Modification. This agreement is not assignable. Any modification to this agreement shall be made in writing, executed by both parties.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this instrument to be signed and witnessed by their respective dully authorized officials, and shall take effect as of the day and year first above written:

As To
CITY of Keystone Heights

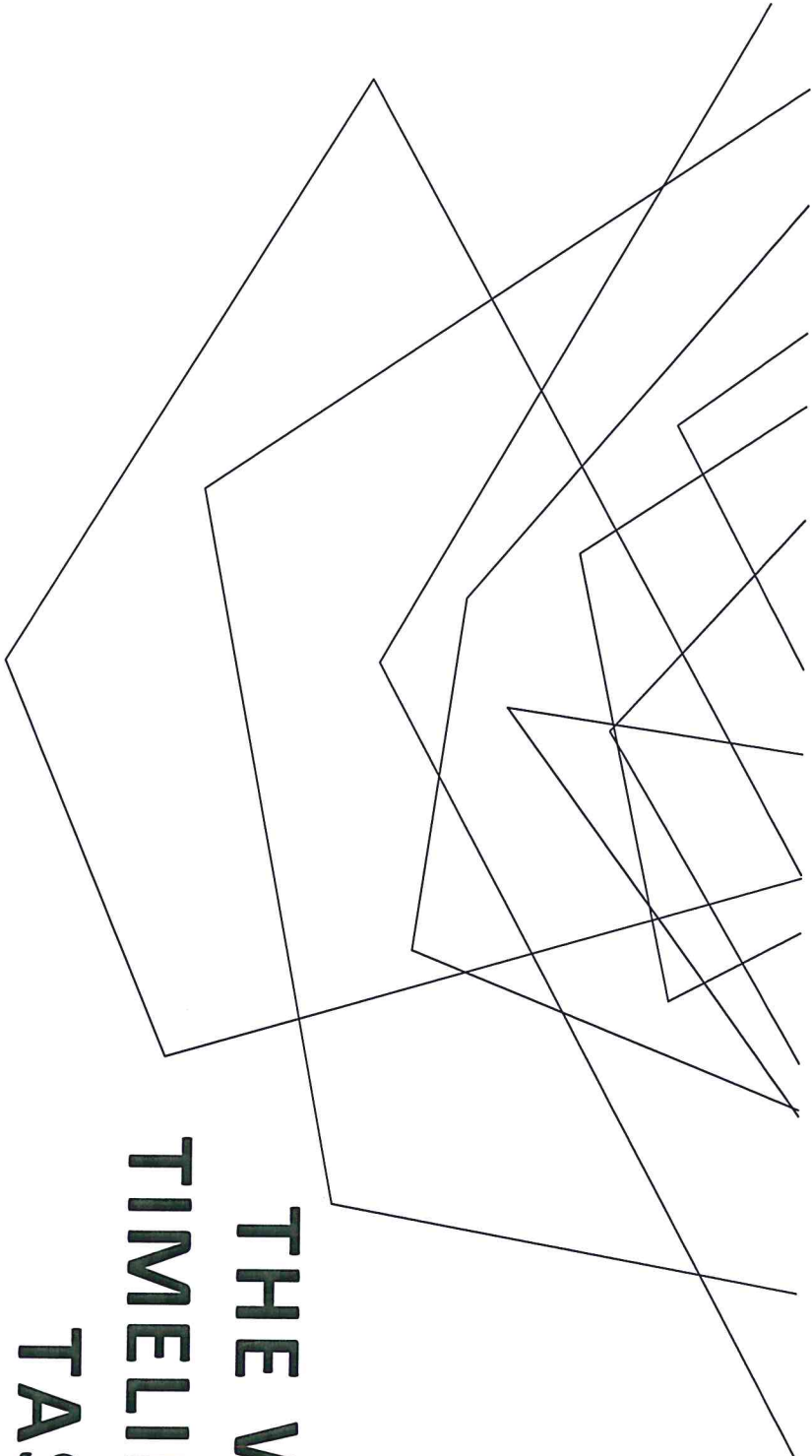
By: _____
Charles E. Van Zant Jr., Manager

Approved as to form, legality, and execution:

By: _____
City Attorney, Keystone Heights, FL

As To
John C. Hipp Construction Equipment Co.

By: _____
Virginia H. Johns
President



THE WATER TIMELINE AND TASKS

(COUNCILMAN LEWANDOWSKI'S ESTIMATE)

APRIL 2024 COUNCIL MEETING

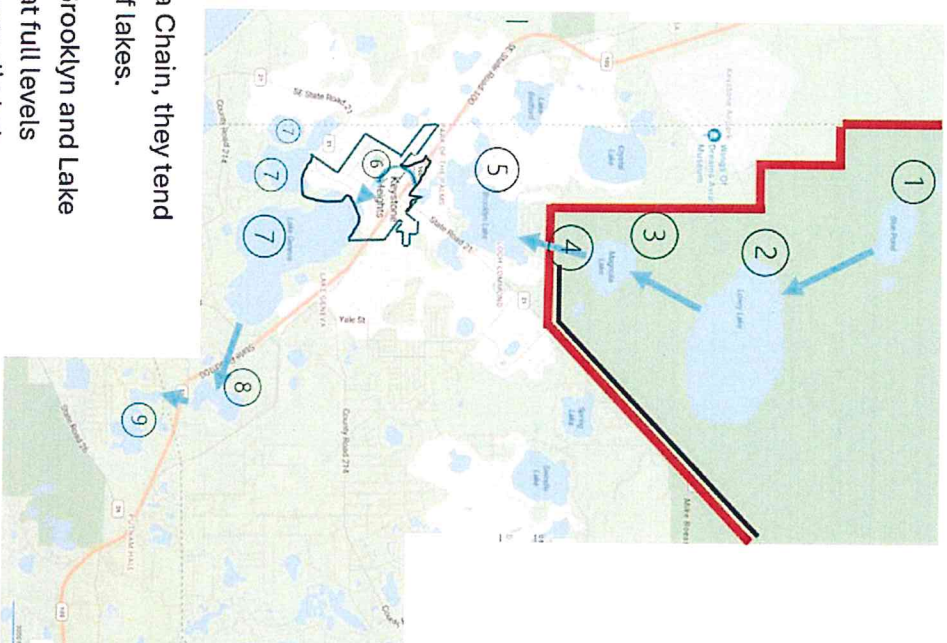
BACKGROUND

THE ETONIA CHAIN

Note 1: Although surrounding lakes are not part of the Etonia Chain, they tend to rise up or be drained down in sync with the Etonia Chain of lakes.

Note 2: The lakes with the most variation in depth are Lake Brookklyn and Lake Geneva. The three lakes on Camp Blanding are maintained at full levels nearly all the time. Camp Blanding stops water flow out of Magnolia Lake when its level would drop below a level that the military needs.

Note 3: All identified boundaries, limits, locations, etc. are approximate.



The Etonia Chain of Lakes

1. Blue Pond – On Camp Blanding
 2. Lowry Lake – On Camp Blanding
 3. Magnolia Lake – On Camp Blanding
 4. Filtration Fields – On the far southern edge of Camp Blanding
 5. Lake Brookklyn
 6. Little Lake Keystone – So small you can barely see it (It is inside the City)
 7. Lake Geneva – When full, all the locations are connected to each other
 8. Oldfield Pond
 9. Halfmoon Lake
- Boundary of Camp Blanding
- Boundary of Keystone Heights
- Direction of Water Flow
- Black Creek Pipeline

THE BLACK CREEK WATER RESOURCE PROJECT

(BEST ESTIMATE OF WHAT TO EXPECT AND WHEN)

Construction is on Target

- Water will start flowing through the pipes **Between Sep & Dec '24**
- Filtration fields in Camp Blanding are tested **2-3 months**
Finishing Jan/Feb/Mar '25
- Water starts to flow down Alligator Creek into **Jan/Feb/Mar '25**
Lake Brooklyn. Average 7.5M gallons per day
- Little Lake Keystone starts to receive water **Between Sep & Dec '25**
This starts when Lake Brooklyn hits 115 ft (currently at 109 ft)
- Lake Geneva starts to receive water from Little **Earliest – Nov '25**
Lake Keystone **Latest – Mar '26**

TASKS NEEDED TO MEET ALL WATER MILESTONES

TASKS	Responsible Org	Status	City action needed?
Complete Black Creek Project	SJRWMD	Green	No
Alligator Creek Cleanup	Multiple	Red	Yes
Amend Black Creek Project Permit	SJRWMD	Green	No
The Geneva Project	FL DEP + Others	Yellow	Maybe
Boat Ramp Access/Readiness	FL Fish/Wildlife? Clay County?	Yellow	Maybe

Green = Plan exists and is on schedule
 Yellow = Plan is being worked schedule is unknown
 Red = No plan yet or no schedule



MY CONCERN AND RECOMMENDATION

Concern:

No single government organization is looking at the total picture. Each government agency is focusing on its piece.

The Save Our Lakes Organization (SOLO) (not a govt organization) is looking at the big picture

Recommendation:

The City of Keystone Heights help SOLO.

We are the people who care the most.

We are the businesses most impacted by the changes coming.