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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

March 02, 2026 at 6:00 PM

Venue: City Hall

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## AGENDA

### THIRD REVISION

**REVISED: 2/26/2026: Item #13, Application Added**

**REVISED: 2/26/2026: Item #19, Exhibit Updated**

**REVISED: 2/25/2026: Item # 16, Item Title Modified and Report to Council Added**

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

**Events Prior to Meeting - 5:00 PM Community Redevelopment Agency Workshop**

**Pledge of Allegiance**

**Invocation - Mayor Noah Walker**

**Roll Call**

***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***

***Failure to abide by the rules of decorum will result in removal from the meeting.***

**Approval of Agenda**

**Proclamations - None**

**Public Participation - Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

### **Approval of Consent Agenda**

- [1.](#) Minutes - January 20, 2026 Regular Session
- [2.](#) Minutes - February 2, 2026 Regular Session
- [3.](#) City Council Resolution No. 2026-025 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and State of Florida Department of Financial Services for administration of State Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2026-026 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Financial Services for administration of State Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2026-028 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Transportation for the design and installation of drainage modifications for State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [6.](#) City Council Resolution No. 2026-029 - A resolution of the City of Lake City, Florida, approving Change Order Number Two to that certain contract between the City and Advantage Contracting Group, Inc., a Florida Corporation, said change order increasing the contract price to account for the brand replacement of switches relating to cybersecurity concerns and extending the project for an additional one-hundred (100) days; recognizing the authority of the Mayor to execute and bind the City to said change order; repealing all prior resolutions

resolutions in conflict; and providing an effective date. (Saint Margarets SCADA Project.)

- [7.](#) City Council Resolution No. 2026-030 - A resolution of the City of Lake City, Florida, approving that certain application by the Lake City Fire Department for a grant from the State of Florida Department of Financial Services Decontamination Equipment Grant Program to purchase protective gear for the Lake City Fire Department; making certain findings of fact in support of the City applying for such grant funds; authorizing the City Manager or his designee to submit such application; repealing all prior resolutions in conflict; and providing an effective date.
- [8.](#) City Council Resolution No. 2026-033 - A resolution of the City of Lake City, Florida, accepting the donation of Police Service Dog, K-9 Bravo, to the City by a third party; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to accept said donation and transfer ownership of K-9 Bravo; repealing all prior resolutions in conflict; and providing an effective date.

**Presentations** - None

**Announcement:** The Public Hearings for City Council Ordinance 2025-2338 (final reading) CPA 25-10 for Price Creek and Ordinance No. 2025-2339 (final reading) Z 25-12 for Price Creek have been postponed until the April 20, 2026 City Council Meeting.

### **Quasi-Judicial Hearings**

#### **Open Quasi-Judicial Hearing**

##### First Reading

- [9.](#) City Council Ordinance No. 2026-2357 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-02, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**
- E. Public comments.**
- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2357 on first reading

### **Close Quasi-Judicial Hearing**

### **Old Business**

#### Ordinances

### **Open Public Hearing**

- [10.](#) City Council Ordinance No. 2026-2346 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-02, by the Growth Management Department of Lake City, Florida; providing for amending Section 2.1 entitled Definitions, General by adding a definition for Administrative Approval Process and Development Review Staff; providing for amending Article 3 entitled Administrative Mechanisms by adding Section 3.3 entitled Administrative Approval; providing for amending Section 13.11 entitled Site and Development Plan Approval by adding Section 13.11.5 entitled Minor Site and Development Plan Approval; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 2/17/2026

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2346 on final reading

**Open Public Hearing**

- [11.](#) City Council Ordinance No. 2026-2355 (final reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Ivory Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Ivory Terrace henceforth to Northwest Bettye Lane Terrace within the City of Lake City; providing for conflicts; providing for severability; providing an effective date.

Passed on first reading on 2/17/2026

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2355 on final reading

**Open Public Hearing**

- [12.](#) City Council Ordinance No. 2026-2356 (final reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Campbell Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Campbell Terrace henceforth to Northwest Foreman Terrace within the City of Lake City, Florida; providing for conflicts; providing for severability; providing an effective date.

Passed on first reading on 2/17/2026

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2356 on final reading

**Resolutions**

- [13.](#) City Council Resolution No. 2026-024 - A resolution of the City of Lake City, Florida, appointing Kendria Jones to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk

reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Note: This item was tabled at the February 17, 2026, meeting

### Other Items

14. Discussion: City Hall (Council Member Tammy Harris)
15. Discussion - Housing Authority (Council Member Tammy Harris)
- [16.](#) Discussion and Possible Action: Funding for Lake City Columbia County Unity Fest (Council Member Tammy Harris)

## **New Business**

### Ordinances

- [17.](#) City Council Ordinance No. 2026-2358 (first reading) - An ordinance of the City of Lake City, Florida, relating to the criminal background screening of certain regulated persons, public service providers, municipal employees, vendors, contractors, contractor employees, and appointees, including volunteers; amending Chapter 70, Article I, Section 70-1 of the Code of Ordinances of the City of Lake City, Florida, providing for criminal background screening of such individuals; making findings of fact in support thereof; repealing all ordinances in conflict herewith and providing an effective date.

Adopt City Council Ordinance No. 2026-2358 on first reading

### Resolutions

- [18.](#) City Council Resolution No. 2026-023 - A resolution of the City of Lake City, Florida, approving that certain amendment to the agreement between the City and Gallagher, Inc, a Florida Corporation, for placement and insurance management services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [19.](#) City Council Resolution No. 2026-032 - A resolution of the City of Lake City, Florida, approving and adopting that certain Five-Year Strategic Plan prepared by Serafin & Associates, Inc.; making certain findings of fact in support of the City approving and adopting said Five-Year Strategic Plan; directing the City Manager to implement said Five-Year Strategic Plan; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

**Departmental Administration** - None

**Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

**Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**YouTube Information**

Members of the public may also view the meeting on our YouTube channel at:  
<https://www.youtube.com/c/CityofLakeCity>

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**Pursuant to 286.0105, Florida Statutes**, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. Minutes - January 20, 2026 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on January 20, 2026, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Joint City/County Workshop

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member James Carter

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

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

PROCLAMATIONS

1. Martin Luther King Jr. Day - January 19, 2026

Mayor Walker read the proclamation aloud.

2. Black History Month - February 2026

Mayor Walker presented the proclamation to Our Community Cares Coalition.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Linda Andrews
- Jesse Shepard
- Stew Lilker

APPROVAL OF CONSENT AGENDA

3. Minutes - November 17, 2025 Regular Session

4. Minutes - December 15, 2025 Regular Session
5. Minutes - January 5, 2026 Regular Session
6. City Council Resolution No. 2026-002 - A resolution of the City of Lake City, Florida, approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida Limited Liability Company, to lease certain vacant land located in the Lake City Airport Industrial Park; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing and authorizing the Mayor to execute a memorandum of lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida; repealing all prior resolutions in conflict; and providing an effective date.
7. City Council Resolution No. 2026-010 - A resolution of the City Council of the City of Lake City, Florida, adopting that certain Memorandum of Agreement with Florida Department of Corrections Identified as Agreement Number A572 to provide support during emergencies or escapes at the Columbia Correctional Institution and/or Lake City Community Release Center; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

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

#### PRESENTATIONS/UPDATES

8. Gwen Lake Update - Michael Klink, Four Waters Engineering  
Hazard Mitigation Grant Program (HMGP) - Dr. Shannon Williams, Gateway Grant Writing & Administration Services, Inc.

Michael Klink and Shannon Williams provided members with an update on the Gwen Lake Project. Assistant City Manager Dee Johnson also provided a brief update.

#### QUASI-JUDICIAL HEARINGS

##### First Reading

##### **Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

##### **Preliminary Matters (Attorney Clay Martin):**

##### **The City Attorney shall read the ordinance by title**

9. City Council Ordinance No. 2026-2350 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam

Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at SW quadrant of I75 and SR47.

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Ms. Young                    No  
Mr. Carter                    No  
Mr. Jernigan                No  
Ms. Harris                    No  
Mayor Walker                No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

City Attorney Martin swore in Planning Technician Robert Angelo and Justin Tabor with North Florida Professional Services.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Planning Technician Robert Angelo moved the presentation and application into the record. It is attached as Exhibit A.

**B. Presentation of application by applicant.** Justin Tabor with North Florida Professional Services was present for any questions.

**C. Presentation of evidence by city staff.** None

**D. Presentation of case by third party intervenors, if any.** None

**E. Public comments.** Stew Lilker spoke about the property not being in the City limits.

**F. Cross examination of parties by party participants.** None

**G. Questions of parties by City Council.** Council Member Jernigan confirmed with Attorney Martin the property location. Attorney Martin reported once the property was annexed it would be within the City limits.

**H. Closing comments by parties.** Waived

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2026-2350 on first reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**NEW BUSINESS**

Resolutions

- 10. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Stew Lilker

Council Member Jernigan spoke in opposition to purchasing new equipment.

Council Member Carter spoke in opposition to purchasing new equipment and requested members make sure they are speaking into the microphone.

Council Member Young spoke in opposition to purchasing new equipment.

**Council Member Carter made a motion to table City Council Resolution No. 2026-012. Mr. Jernigan seconded the motion.**

Mayor Walker confirmed with City Attorney Martin that members would need to vote to table the resolution. At the suggestion of City Attorney Martin, Council Member Carter rescinded his motion and made a motion to table the resolution to a specific meeting. Information Technology \_\_\_\_\_ Phil Adler provided an overview to the members of the equipment included in the proposed purchase.

**Council Member Carter made a motion to table City Council Resolution No. 2026-012 to February 2, 2026, Regular Session Meeting. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

11. City Council Resolution No. 2026-013 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Congress and SE Castillo Terrace; awarding said bid to Anderson Columbia Co, Inc., a Florida Corporation, at a total cost not to exceed \$200,015.64; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-013. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

12. City Council Resolution No. 2026-014 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 004-2026 for the milling and resurfacing of NE Bailey Street; awarding said bid to Florida Fill and Grading, Inc., a Florida Corporation, at a total cost not to exceed \$86,646.00; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Young made a motion to approve City Council Resolution No. 2026-014. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

COMMENTS BY:

City Manager Don Rosenthal – Mr. Rosenthal announced staff would be bringing back a Strategic Plan and the option to acquire another City Hall.

City Attorney Clay Martin – Mr. Martin complimented everyone that was involved in the Martin Luther King Day Brunch.

City Clerk Audrey Sikes – None

#### COMMENTS BY COUNCIL MEMBERS

Vice Mayor Chevella Young – Ms. Young thanked everyone who participated in the Martin Luther King Day Brunch.

Council Member Ricky Jernigan – Mr. Jernigan reassured the Lake City Fire and Police Department Heads and recognized department heads that were present at the meeting.

Council Member Tammy Harris – Ms. Harris reported a wonderful Martin Luther King Day Event; confirmed when the City Hall discussion would be brought back (per Mayor Walker, the second meeting in February); confirmed with Fire Chief Wehinger the qualifications to hire a fireman; asked for direction as to who is responsible for building parade floats, inquired as to who builds parade floats for the City. Mr. Rosenthal reported there is no designated team for building floats and typically employees volunteer their time and efforts to build them. Ms. Harris asked if it would be possible to have everyone together on one platform to ride together. Ms. Young reported float construction takes a lot of work and pulls staff away from their day-to-day operations. She suggested placing this on an agenda for the council to decide and not to have a float for every parade.

Council Member James Carter – Mr. Carter suggested purchasing a small red trailer to be pulled behind the antique fire truck for parade transportation; recognized Public Works, Community Programs Director Terri Phillips, and City Clerk Audrey Sikes for an excellent Martin Luther King Day Event; suggested the resolution that was discussed during the workshop to move forward with a fire consolidation study could be reworded to be an assessment of consolidation, not specifically a Fire District but with a broad scope.

Mayor Noah Walker – Mayor Walker echoed everyone's comments on a great Martin Luther King Day Event and parade; congratulated Lake City native, Amare Ferrell for competing and winning the College National Championship.

#### ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 7:46 PM.**

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Noah Walker, Mayor/Council Member

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Audrey Sikes, City Clerk MMC/FCPC

**City Council Ordinance No. 2026-2350**  
**Exhibit A**

# Annexation ANX 25-08

PRESENTED BY  
ROBERT ANGELO

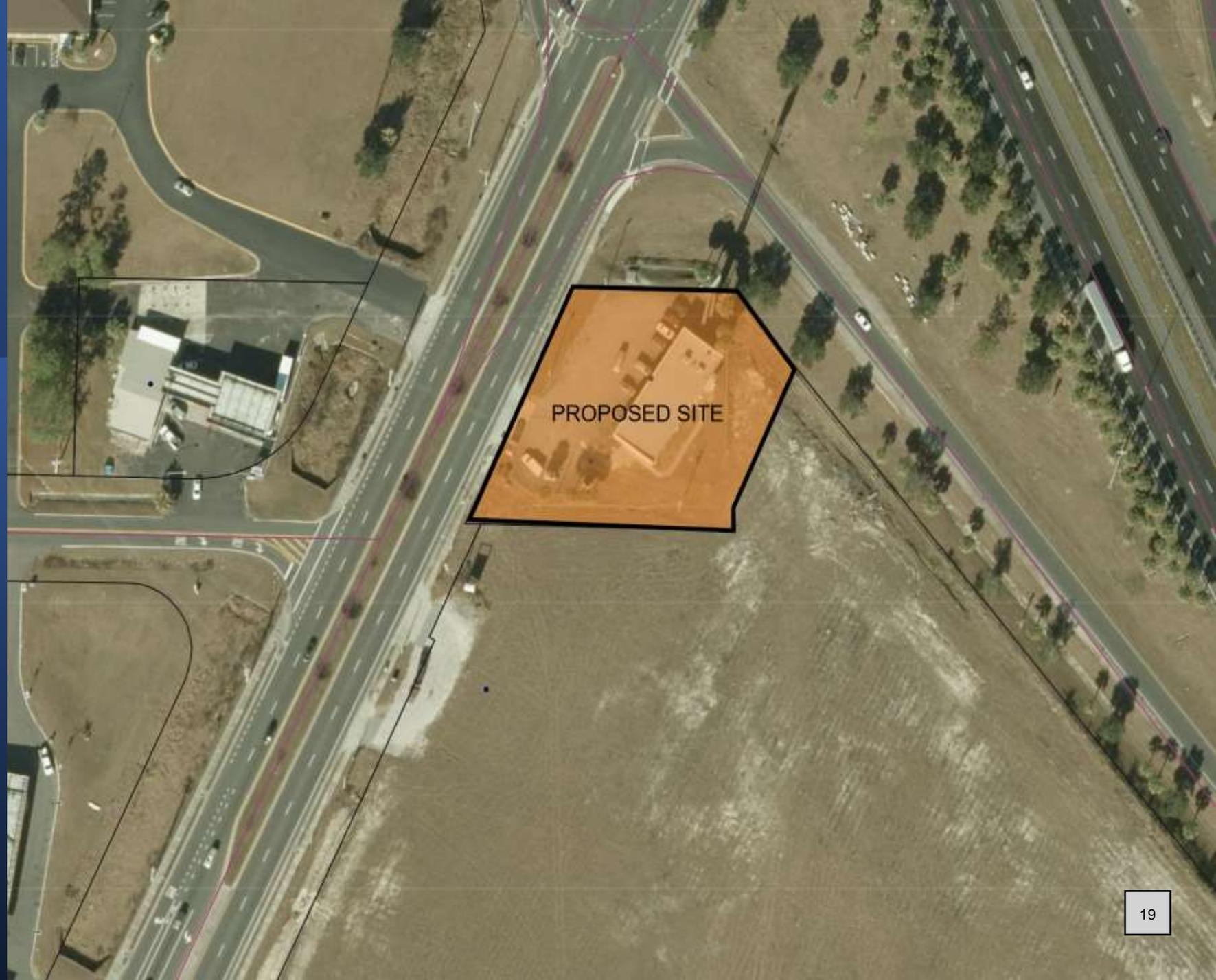


# Introduction

- Applicant has requested to annex parcel 08891-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.



# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.

# Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2350.

QUESTIONS?





**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue  
Lake City, FL 32055  
Telephone: (386) 752-2031  
*growthmanagement@lcfla.com*

**PETITION OF OWNER TO VOLUNTARILY ANNEX  
REAL PROPERTY TO THE CITY OF LAKE CITY, FLORIDA**

Petitioner(s): Scott D. Stewart and Pam Stewart

Whose mailing address is: 426 SW Commerce Street, Suite 130, Lake City, FL 32025

Parcel Number: 30-4S-17-08891-000

Hereby partition the City Council of the City of Lake City, Florida, to voluntarily annex the real property of petitioner(s) to the City of Lake City, Florida ("City"), pursuant to and in accordance with the provisions of Chapter 171.044, Florida Statutes, and state(s):

1. That petitioner(s) is/are the sole owner(s) of the real property described on Schedule "A" attached hereto and by this reference made a part of this petition) the "Real Property"), as evidenced by a deed or other document recorded in Official Record Book 1241 / 1475, Pages 1559 - 1661 / 1475 - 1476, public records of Columbia County, Florida, copy of which is attached hereto.
2. If the Real Property is annexed to the City, petitioner(s) agree(s) to and will abide by and comply with all existing and future laws, rules and regulations which presently are and from time to time in the future may be in effect within the City.
3. That the Real Property of the petitioner(s) qualifies and is eligible to be annexed to the boundaries of the City, pursuant to the provisions of Chapter 171, Florida Statutes.
4. That the Real Property of the petitioner(s) is presently classified under the Columbia County Land Use Plan for Highway Interchange use and is zoned Commercial Intensive Under the Columbia County zoning ordinance.
5. If not already connected to the City's utility services, petitioner(s) agree(s) to and file€ an application for a connection to the City's water and sewer utility lines to serve said Real Property upon application for Development Permit and agree(s) to abide by and comply with all the terms and conditions of the city codes, resolutions, and further agree(s) to pay all costs relating to the connection fees, installation costs, impact fees, and service charges.



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue
Lake City, FL 32055
Telephone: (386) 752-2031
growthmanagement@lcfla.com

WHEREFORE, petitioner(s) request(s) that the City immediately take action to approve this petition and annex the Real Property into the City.

DATED this 8th day of December, 2025

Signed, sealed and delivered in the presence of:

\*Note: Name must appear as on deed. Attach corporate seal if required\*

Jim Zuber (Witness) Printed Name

Jim Zuber (Witness) Signature

Jim Zuber (Witness) Printed Name

Jim Zuber (Witness) Signature

(Witness) Printed Name

(Witness) Signature

Scott D. Stewart (Owner) Printed Name

Scott Stewart (Owner) Signature

Pam Stewart (Owner) Printed Name

Pam Stewart (Owner) Signature

(Owner) Printed Name

(Owner) Signature

STATE OF Florida
COUNTY OF Columbia

I HEREBY CERTIFY that on this day, Scott Stewart, personally appeared before me, by means of Physical presence or online notarization, who is personally known to me or who has produced as identification, who is person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10th day of December, 2025. Jennifer Rae Blalock



Notary Public, State of Florida

Personally Produced Identification Type of Identification Produced



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 752-2031

*growthmanagement@lcfla.com*

**ITEMS NEEDED FOR ANNEXATION**

1. Application (completely filled out, signed and notarized)
2. Copy of Warranty Deed
3. If Warranty Deed is in a Corporate, Trust or Business name, then a copy of the Charter or documentation showing a list of eligible member(s) must be provided.
4. Three (3) copies of Boundary Survey.
5. Legal Description electronically provided or on a CD in Word Format.



GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Scott D. Stewart and Pam Stewart (owner name), owner of property parcel

number 30-4S-17-08891-000 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Table with 2 columns: Printed Name of Person Authorized, Signature of Authorized Person. Row 1: Tori Humphries. Row 2: Justin Tabor. Row 2 includes a digital signature stamp: Digitally signed by Justin Tabor, AICP, CFM...

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

Owner Signature (Notarized) [Signature] Date 8/10/25

NOTARY INFORMATION:

STATE OF: Florida COUNTY OF: Columbia

The above person, whose name is Scott Stewart, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 10 day of December, 2025.

[Signature]
NOTARY'S SIGNATURE



**File Attachments for Item:**

2. Minutes - February 2, 2026 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 2, 2026, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Community Redevelopment Agency Meeting

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Noah Walker

ROLL CALL

Mayor/Council Member  
City Council

Noah Walker  
Chevella Young  
Ricky Jernigan  
James Carter  
Tammy Harris  
Clay Martin  
Don Rosenthal  
Chief Gerald Butler  
Audrey Sikes

City Attorney  
City Manager  
Sergeant-at-Arms  
City Clerk

APPROVAL OF AGENDA

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

PROCLAMATIONS/RECOGNITIONS

1. Certificate of Appreciation Presented to Mayor Noah Walker at New Day Springs Missionary Baptist Church (Vice Mayor Chevella Young)

Vice Mayor Young presented the certificate to Mayor Walker.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- George Hudson
- Debbie Griffin (provided handout regarding fundraiser for Lake City Humane Society)
- Stew Lilker

QUASI-JUDICIAL HEARINGS

Final Reading

**Open Quasi – Judicial Proceeding**

At this time Attorney Clay Martin read from a prepared script.

**Preliminary Matters (Attorney Clay Martin):**

**The City Attorney shall read the ordinance by title**

2. City Council Ordinance No. 2026-2349 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

Ms. Young	No
Mr. Carter	No
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	No

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

City Attorney Martin swore in Planning Technician Robert Angelo and Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider, must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Planning Technician Robert Angelo asked to adopt the presentation and all documents from the previous meeting on January 5, 2026, into the record. They are attached as Exhibit A.

**B. Presentation of application by applicant.** Mr. Tabor waived.

**C. Presentation of evidence by city staff.** N/A

**D. Presentation of case by third party intervenors, if any.** N/A

**E. Public comments.** None

**F. Cross examination of parties by party participants.** Waived

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** Waived

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Mr. Carter made a motion to approve City Council Ordinance No. 2026-2349 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

3. City Council Ordinance No. 2026-2350 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

**Disclosure by Council members of ex-parte communications (this includes site visits), if any.**

This was answered under the previous ordinance.

**Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.**

This was done under the previous ordinance.

**Clerk should take custody of exhibits.**

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

**A. Brief introduction of ordinance by city staff.** Planning Technician Robert Angelo moved to adopt the presentation and all documents from the previous meeting, January 20, 2026, into the record. They are attached as Exhibit B.

**B. Presentation of application by applicant.** Mr. Tabor waived.

**C. Presentation of evidence by city staff.** N/A

**D. Presentation of case by third party intervenors, if any.** N/A

**E. Public comments.** None

**F. Cross examination of parties by party participants.** Waived

**G. Questions of parties by City Council.** None

**H. Closing comments by parties.** Waived

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Ms. Harris made a motion to approve City Council Ordinance No. 2026-2350 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time, members took a short recess due to technical difficulties from 6:20 PM until 6:23 PM.

OLD BUSINESS

Ordinances

**At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2347. City Council Ordinance No. 2026-2347 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2347. No one asked to be heard on City Council Ordinance No. 2026-2347; therefore, Mayor Walker closed the public hearing.**

4. City Council Ordinance No. 2026-2347 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for Amending Seciton 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.19 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2347 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

**At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2348. City Council Ordinance No. 2026-2348 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2348. No one asked to be heard on City Council Ordinance No. 2026-2348; therefore, Mayor Walker closed the public hearing.**

5. City Council Ordinance No. 2026-2348 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date. **Ms. Harris made a motion to approve City Council Ordinance No. 2026-2348 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

Resolutions

6. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Stew Lilker

Information Technologies Director Jason Dumas provided an update on what equipment was being purchased: additional microphones, projector, and screen.

Council Member Young spoke in opposition of spending funding on equipment when a new City Hall was being considered.

Council Member Jernigan spoke in opposition of spending funding on equipment and suggested using the current equipment.

Mayor Walker inquired as to what the purchase would include.

Council Member Carter reported the purchase was not necessary at this time.

No motions were made on City Council Resolution No. 2026-012.

### Other Items

7. Paul Dyal Severance Agreement Matter

City Attorney Martin provided a brief update on the matter and reported he and City Manager Rosenthal reached out to Guy Norris for the purpose of a limited engagement to perform a litigation analysis and report back to council. Attorney Norris reviewed and summarized Mr. Dyals Separation Agreement, and his litigation analysis.

Attorney Joel Foreman, representation for Paul Dyal, summarized the January 15, 2026 letter offering an exchange of mutual general releases and reiterated his settlement authority given by Mr. Dyal.

PUBLIC COMMENT: Ben Loftstrom; Barbara Lemley; Stew Lilker

Members discussed the topic at length.

City Attorney Martin suggested if members wanted to counter offer there be a deadline for acceptance, no longer than 48 hours, and authorization for the mayor to sign documents if the offer was accepted by Mr. Dyal.

Attorney Martin reported the City has spent an estimated \$5,000.00 on Attorney Guy Norris and \$14,000.00 on Cavendish Partners, P.A. relating to the matter.

**Council Member Carter made a motion to authorize Guy Norris to make a settlement offer to Mr. Dyal in the amount of \$5,000.00 and the signature of mutual general releases by both the City and Mr. Dyal. The motion includes authorization for counsel to move forward with the original plan of litigation if Mr. Dyal refuses the settlement offer. There is a 48-hour deadline for Mr. Dyal to accept with any settlement offer coming before the council at the next meeting. Ms. Harris seconded the motion.**

PUBLIC COMMENT: Stew Lilker

**A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Nay</b>
<b>Mayor Walker</b>	<b>Aye</b>

At this time members took a five-minute recess from 7:59 PM until 8:06 PM.

## NEW BUSINESS

### Resolutions

8. City Council Resolution No. 2026-015 - A resolution of the City of Lake City, Florida, approving that certain services and performance extension agreement extending that certain agreement between the City and Sunrise Consulting Group, LLC, a Florida Limited Liability Company for Government Affairs Consulting Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2026-015. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

9. City Council Resolution No. 2026-016 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and Looks Great Services of MS, Inc., a Mississippi Corporation, for annual tree removal, stump grinding, and mulching; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2026-016. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

10. City Council Resolution No. 2026-017 - A resolution of the City of Lake City, Florida, designating an administrative authority to receive, review, and process plat or replat submittals, and designating an administrative official responsible for approving, approving with conditions, or denying plats or replats, pursuant to Section 177.071, Florida Statutes, as amended; repealing all resolutions in conflict; providing an effective date; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2026-017. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mr. Carter</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

11. City Council Resolution No. 2026-018 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 026-2025 for consulting services to perform a fire consolidation feasibility study for the City and the Columbia County Board of County Commissioners; accepting the proposal from Matrix Consulting Group, LTD., a California Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; providing for sharing the costs and results of such study with the Columbia County Board of County Commissioners; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2026-018. The motion failed due to lack of second.**

## Other Items

12. Discussion and Possible Action - Consider appointment to Planning and Zoning Board to fill unexpired term through October 31, 2028, for Seat 3-F.  
Applicant: Kendria Jones

Council Member Carter requested a more formal vetting process and for applicants to attend the meeting for council to be able to speak with them.

The consensus was to direct staff to return to the next meeting with a resolution to appoint Kendria Jones to the Planning and Zoning Board.

### COMMENTS BY:

City Manager Don Rosenthal – Mr. Rosenthal shared the Lake City Police Department had completed their annual report and reported there were lots of water line breaks due to inclement weather.

City Attorney Clay Martin – Mr. Martin reported he and City Clerk Audrey Sikes attended an ADA conference in Orlando and stated the topic of ADA was more comprehensive than he anticipated. He recommended council reconvenes on this issue and designate an overall ADA coordinator, not just someone to perform compliance on documents and the city's website.

City Clerk Audrey Sikes – Ms. Sikes offered condolences to former Mayor Stephen Witt and his family on the loss of his son. She announced the funeral would be Tuesday, February 3, 2026, at 2:00 PM at Gateway Forrest Lawn Funeral Home.

### COMMENTS BY COUNCIL:

Vice Mayor Chevella Young – Ms. Young expressed gratitude for everyone staying safe during the winter storm and commented on a good meeting that night.

Chief Butler requested permission from council to accept the donation of a K9 German Sheppard, there was a consensus to accept the dog.

Council Member Ricky Jernigan – Mr. Jernigan requested a proclamation and key to the City for Judge Leandra Johnson in honor of her retirement; recommended I Love My Dentist and their professionalism; recognized the Lake City Police, Fire, and Public Works Departments for their work over the weekend and during the winter storm; spoke in opposition of spending citizen's money on the Paul Dyal issue; thanked all departments for their work; reported he would have comments for Mayor Walker and Council Member Carter at the next meeting.

Council Member James Carter – Mr. Carter spoke in support of a coordinator for the ADA position; requested an update on the status of agenda workflows and reported he would like to see the agenda go out the Wednesday prior to meetings, City Clerk Sikes reported directors had login and workflow directions, and there would be training in the coming week; offered condolences to Mayor Witt and his family.

Council Member Tammy Harris – Ms. Harris reported speaking with City Manager Rosenthal and Assistant City Manager Dee Johnson requesting the following topics on the next agenda: staff present a plan of action for City owned parks and requested her idea of a splashpad be incorporated into that plan; requested the topic of a Festival of Love be placed on the next agenda for discussion, she reported speaking with Columbia County Commissioners about a partnership for the festival; asked City Manager Rosenthal to condense what good things each department in the City has completed for the year 2025.

Council Member Young reported in March there will be a City of Lake City Expo where each department will be on display.

Mayor Noah Walker – Mayor Walker reported the Humane Society was holding a fundraiser at Texas Road House February 17<sup>th</sup>, from 3:00 PM until 10:00 PM, where 10% of your bill will go to the Humane Society; Coffee with a cop at Panera Bread on February 4<sup>th</sup>, from 8:30 AM until 10:00 AM; listed multiple events going on in the City and surrounding areas in celebration of Black History Month; mirrored comments made on behalf of Judge Leandra Johnson and her long career; praised the water departments being out in the cold repairing leaks; spoke about successful Legislative Action Days in Tallahassee the week prior; expressed excitement for the Accessory Dwelling Unit expansion that will be happening; inquired as to how the City could incentivize within the Historic District, he requested City Manager Rosenthal, City Attorney Martin, and Planning Technician Robert Angelo work on that and bring it back at a future meeting.

ADJOURNMENT

**Having no further business, Mayor Walker adjourned the meeting at 8:50 PM.**

---

Noah Walker, Mayor/Council Member

---

Audrey Sikes, City Clerk

**City Council Ordinance No. 2026-2349**  
**Exhibit A**

# Annexation ANX 25-07

PRESENTED BY  
ROBERT ANGELO



# Introduction

- Applicant has requested to annex parcel 08881-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.

# Staff Recommendation

- Staff's recommendation is to approve Ordinance 2025-2349.

QUESTIONS?





DEPARTMENT OF GROWTH MANAGEMENT
205 North Marion Avenue
Lake City, FL 32055
Telephone: (386) 752-2031
growthmanagement@lcfla.com

PETITION OF OWNER TO VOLUNTARILY ANNEX REAL PROPERTY TO THE CITY OF LAKE CITY, FLORIDA

Petitioner(s): Scott D. Stewart, as Manager of Lake City 47, LLC

Whose mailing address is: 426 SW Commerce Street, Suite 130, Lake City, FL 32025

Parcel Number: 30-4S-17-08881-000

Hereby partition the City Council of the City of Lake City, Florida, to voluntarily annex the real property of petitioner(s) to the City of Lake City, Florida ("City"), pursuant to and in accordance with the provisions of Chapter 171.044, Florida Statutes, and state(s):

- 1. That petitioner(s) is/are the sole owner(s) of the real property described on Schedule "A" attached hereto and by this reference made a part of this petition) the "Real Property", as evidenced by a deed or other document recorded in Official Record Book 1462, Pages 993 - 994, public records of Columbia County, Florida, copy of which is attached hereto.
2. If the Real Property is annexed to the City, petitioner(s) agree(s) to and will abide by and comply with all existing and future laws, rules and regulations which presently are and from time to time in the future may be in effect within the City.
3. That the Real Property of the petitioner(s) qualifies and is eligible to be annexed to the boundaries of the City, pursuant to the provisions of Chapter 171, Florida Statutes.
4. That the Real Property of the petitioner(s) is presently classified under the Columbia County Land Use Plan for Highway Interchange use and is zoned Commercial Intensive Under the Columbia County zoning ordinance.
5. If not already connected to the City's utility services, petitioner(s) agree(s) to and file an application for a connection to the City's water and sewer utility lines to serve said Real Property upon application for Development Permit and agree(s) to abide by and comply with all the terms and conditions of the city codes, resolutions, and further agree(s) to pay all costs relating to the connection fees, installation costs, impact fees, and service charges.



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 752-2031

growthmanagement@lcfla.com

WHEREFORE, petitioner(s) request(s) that the City immediately take action to approve this petition and annex the Real Property into the City.

DATED this 8th day of December, 2025

Signed, sealed and delivered in the presence of:

\*Note: Name must appear as on deed. Attach corporate seal if required\*

Jim Zuber (Witness) Printed Name

(Witness) Signature

(Witness) Printed Name

(Witness) Signature

(Witness) Printed Name

(Witness) Signature

Scott D. Stewart (Owner) Printed Name

(Owner) Signature

(Owner) Printed Name

(Owner) Signature

(Owner) Printed Name

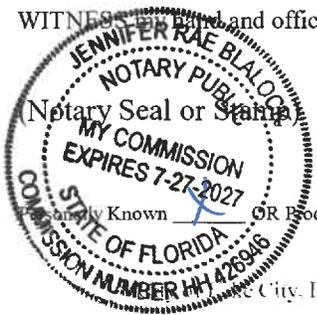
(Owner) Signature

STATE OF Florida

COUNTY OF Columbia

I HEREBY CERTIFY that on this day, 12/09/2025, personally appeared before me, by means of Physical presence or N/A online notarization, who is personally known to me or who has produced as identification, who is person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESSED and official seal, this 09 day of December, 2025



Signature of Notary Public, State of Florida

Type of Identification Produced



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 752-2031

*growthmanagement@lcfla.com*

**ITEMS NEEDED FOR ANNEXATION**

1. Application (completely filled out, signed and notarized)
2. Copy of Warranty Deed
3. If Warranty Deed is in a Corporate, Trust or Business name, then a copy of the Charter or documentation showing a list of eligible member(s) must be provided.
4. Three (3) copies of Boundary Survey.
5. Legal Description electronically provided or on a CD in Word Format.



GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Scott Stewart, as Manager of Lake City 47, LLC (owner name), owner of property parcel number 30-4S-17-08881-000 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Table with 2 columns: Printed Name of Person Authorized, Signature of Authorized Person. Row 1: Tori Humphries. Row 2: Justin Tabor. Row 3: Empty. Row 4: Empty. Row 5: Empty.

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

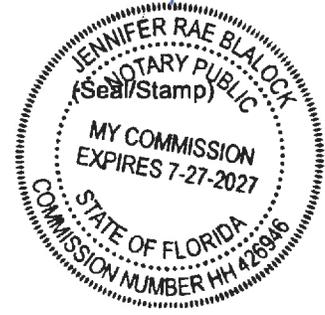
If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form, which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

Owner Signature (Notarized) [Signature] Date 12.09.2025

NOTARY INFORMATION: STATE OF: Florida COUNTY OF: Columbia

The above person, whose name is Scott Stewart, personally appeared before me and is known by me or has produced identification (type of I.D.) on this N/A day of N/A, 20 N/A

NOTARY'S SIGNATURE [Signature]



**City Council Ordinance No. 2025-2350**  
**Exhibit B**

# Annexation ANX 25-08

PRESENTED BY  
ROBERT ANGELO



# Introduction

- Applicant has requested to annex parcel 08891-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

# Joint Planning Area

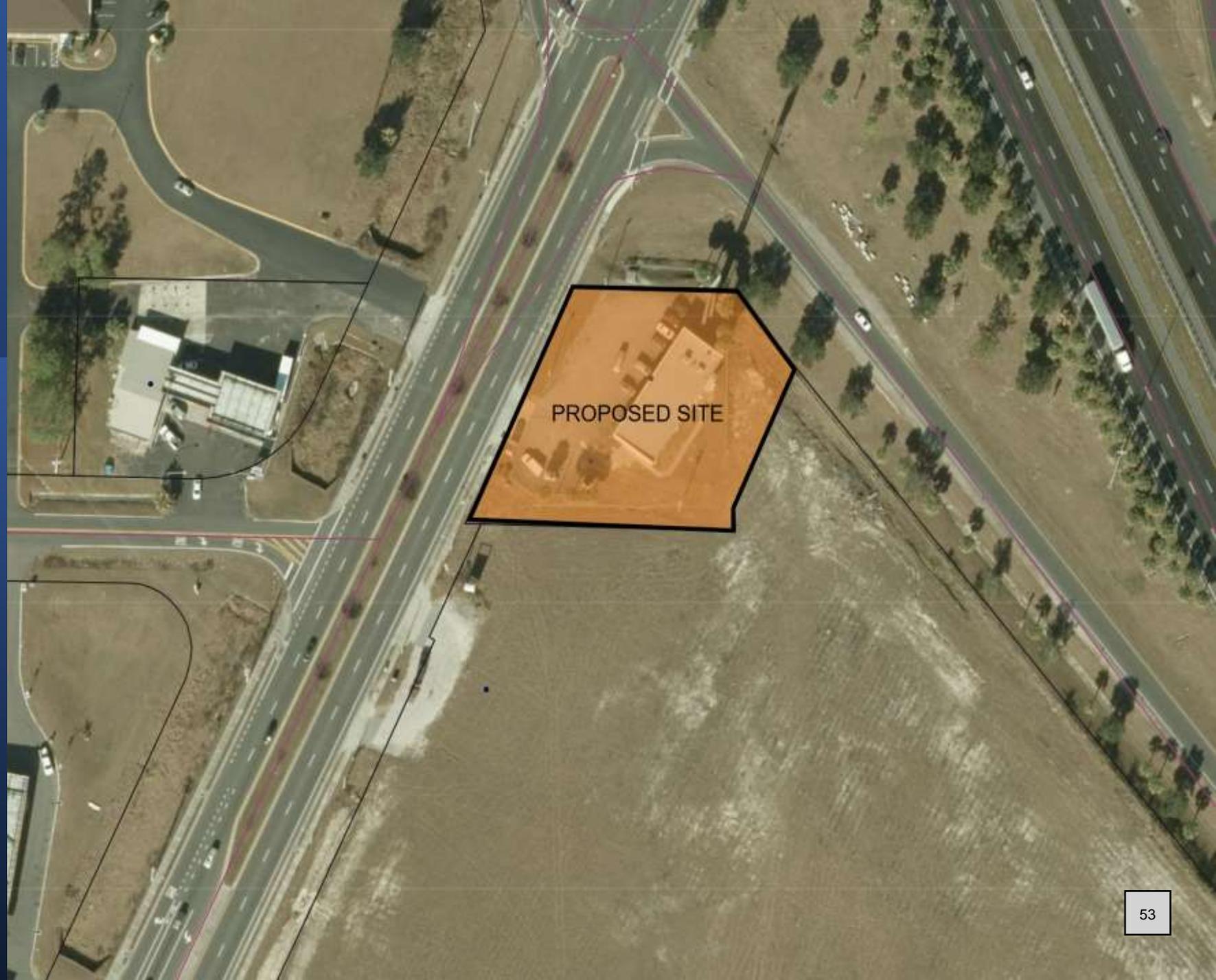


## Joint Planning Area



■ Planning Area

# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.

# Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2350.

QUESTIONS?





**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue  
Lake City, FL 32055  
Telephone: (386) 752-2031  
*growthmanagement@lcfla.com*

**PETITION OF OWNER TO VOLUNTARILY ANNEX  
REAL PROPERTY TO THE CITY OF LAKE CITY, FLORIDA**

Petitioner(s): Scott D. Stewart and Pam Stewart

Whose mailing address is: 426 SW Commerce Street, Suite 130, Lake City, FL 32025

Parcel Number: 30-4S-17-08891-000

Hereby partition the City Council of the City of Lake City, Florida, to voluntarily annex the real property of petitioner(s) to the City of Lake City, Florida ("City"), pursuant to and in accordance with the provisions of Chapter 171.044, Florida Statutes, and state(s):

1. That petitioner(s) is/are the sole owner(s) of the real property described on Schedule "A" attached hereto and by this reference made a part of this petition) the "Real Property"), as evidenced by a deed or other document recorded in Official Record Book 1241 / 1475, Pages 1559 - 1661 / 1475 - 1476, public records of Columbia County, Florida, copy of which is attached hereto.
2. If the Real Property is annexed to the City, petitioner(s) agree(s) to and will abide by and comply with all existing and future laws, rules and regulations which presently are and from time to time in the future may be in effect within the City.
3. That the Real Property of the petitioner(s) qualifies and is eligible to be annexed to the boundaries of the City, pursuant to the provisions of Chapter 171, Florida Statutes.
4. That the Real Property of the petitioner(s) is presently classified under the Columbia County Land Use Plan for Highway Interchange use and is zoned Commercial Intensive Under the Columbia County zoning ordinance.
5. If not already connected to the City's utility services, petitioner(s) agree(s) to and file€ an application for a connection to the City's water and sewer utility lines to serve said Real Property upon application for Development Permit and agree(s) to abide by and comply with all the terms and conditions of the city codes, resolutions, and further agree(s) to pay all costs relating to the connection fees, installation costs, impact fees, and service charges.



DEPARTMENT OF GROWTH MANAGEMENT

205 North Marion Avenue
Lake City, FL 32055
Telephone: (386) 752-2031
growthmanagement@lcfla.com

WHEREFORE, petitioner(s) request(s) that the City immediately take action to approve this petition and annex the Real Property into the City.

DATED this 8th day of December, 2025

Signed, sealed and delivered in the presence of:

\*Note: Name must appear as on deed. Attach corporate seal if required\*

Jim Zuber (Witness) Printed Name

(Witness) Signature

Jim Zuber (Witness) Printed Name

(Witness) Signature

(Witness) Printed Name

(Witness) Signature

Scott D. Stewart (Owner) Printed Name

(Owner) Signature

Pam Stewart (Owner) Printed Name

(Owner) Signature

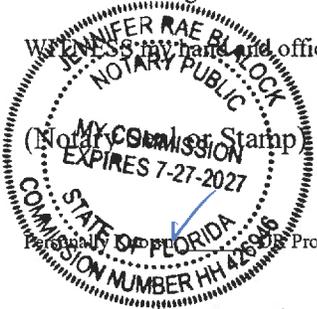
(Owner) Printed Name

(Owner) Signature

STATE OF Florida
COUNTY OF Columbia

I HEREBY CERTIFY that on this day, Scott Stewart, personally appeared before me, by means of Physical presence or online notarization, who is personally known to me or who has produced as identification, who is person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10th day of December, 2025



Signature of Jennifer Rae Blalock
Notary Public, State of Florida

Personally Produced Identification Type of Identification Produced



**DEPARTMENT OF GROWTH MANAGEMENT**

205 North Marion Avenue

Lake City, FL 32055

Telephone: (386) 752-2031

*growthmanagement@lcfla.com*

**ITEMS NEEDED FOR ANNEXATION**

1. Application (completely filled out, signed and notarized)
2. Copy of Warranty Deed
3. If Warranty Deed is in a Corporate, Trust or Business name, then a copy of the Charter or documentation showing a list of eligible member(s) must be provided.
4. Three (3) copies of Boundary Survey.
5. Legal Description electronically provided or on a CD in Word Format.



GROWTH MANAGEMENT DEPARTMENT
205 North Marion Ave, Lake City, FL 32055
Phone: 386-719-5750
E-mail: growthmanagement@lcfla.com

AGENT AUTHORIZATION FORM

I, Scott D. Stewart and Pam Stewart (owner name), owner of property parcel

number 30-4S-17-08891-000 (parcel number), do certify that

the below referenced person(s) listed on this form is/are contracted/hired by me, the owner, or, is an officer of the corporation; or, partner as defined in Florida Statutes Chapter 468, and the said person(s) is/are authorized to sign, speak and represent me as the owner in all matters relating to this parcel.

Table with 2 columns: Printed Name of Person Authorized, Signature of Authorized Person. Row 1: Tori Humphries. Row 2: Justin Tabor (digitally signed).

I, the owner, realize that I am responsible for all agreements my duly authorized agent agrees with, and I am fully responsible for compliance with all Florida Statutes, City Codes, and Land Development Regulations pertaining to this parcel.

If at any time the person(s) you have authorized is/are no longer agents, employee(s), or officer(s), you must notify this department in writing of the changes and submit a new letter of authorization form which will supersede all previous lists. Failure to do so may allow unauthorized persons to use your name and/or license number to obtain permits.

Owner Signature (Notarized) [Signature] Date 8/10/25

NOTARY INFORMATION: STATE OF: Florida COUNTY OF: Columbia

The above person, whose name is Scott Stewart, personally appeared before me and is known by me or has produced identification (type of I.D.) on this 10 day of December, 2025.

[Notary Signature]
NOTARY'S SIGNATURE



**File Attachments for Item:**

3. City Council Resolution No. 2026-025 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and State of Florida Department of Financial Services for administration of State Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
03-02-2026

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Request to accept grant funding for structure firefighting gear.

**DEPT /** Fire Department

**Originator:** Ret Tompkins, Assistant Fire Chief

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 02-05-2026
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**Recommended Action:**

I would like to request the approval of accepting and spending grant funds from the Department of Financial Services. These funds will buy new sets of structural firefighting gear.

**Summary Explanation & Background:**

Structural firefighting gear is our main line of protection from not only heat and smoke on calls, but it also is our protection from cuts and other possible injuries when we work vehicle fires or vehicle accidents. These sets of gear have an expiration date, and they are also subject to wear and tear that most times do not allow them to make the 10-year time limit it has on it. The prices for these sets of gear have increased tremendously over last few years.

With hiring the six new personnel, we applied for grant funds from the State of Florida Department of Financial Services to be able to purchase new gear for these new employees to avoid any additional impact on our budget. We have been awarded a sum that will allow us to purchase five complete sets of structural firefighting gear. In total this will save our department and the taxpayers of Lake City \$21,191.92.

This is a time sensitive matter as we need to make the purchase of the gear before price increases occur which the vendor has stated will happen in a short time period.

**Alternatives: Pay for the gear from the budget.**

**Source of Funds: Grant**

**Financial Impact: Cost savings of \$21,191.92**

**Exhibits Attached: Contract from Department of Financial Services.**

## RESOLUTION NO 2026 - 025

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR ADMINISTRATION OF STATE GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Financial Services (the “DFS”) administers certain grant funds through the Firefighters Assistance Grant Program that may be accessed by the City of Lake City (the City”); and

**WHEREAS**, the DFS has awarded the City certain grant funds in the amount of \$9,971.96 (the “Awarded Funds”) to assist the City in purchasing protective equipment for its fire department; and

**WHEREAS**, the DFS and the City desire to enter into that certain contract to govern administration of the Awarded Funds by adopting the terms of the proposed contract with the DFS in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the **Department of Financial Services** (Department), an agency of the State of Florida (State), and **City of Lake City** (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

**NOW, THEREFORE**, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements.**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies.**

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Term.**

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

**4. Payment and Funding Considerations.**

**4.1. Funding.** This Agreement shall not exceed the amount of funds stated in the SOW, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State’s and the Department’s performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

**4.2. Payment Process.** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.

**4.3. Grantee Rights.** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- 4.4. Taxes.** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department’s exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance.** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department’s designated contract manager (Contract Manager) identified in Section 31., below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 4.6. Final Invoice.** The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 4.7. Expenditures.** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State’s Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](https://myfloridacfo.com/reference-guide-for-state-expenditures.pdf). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

## **5. Governing Laws of the State.**

- 5.1. Governing Law.** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 23., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 5.2. Ethics.** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value

in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

- 5.3. Advertising.** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 5.4. Sponsorship.** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

## **6. Mandatory Disclosure Requirements.**

- 6.1. Conflict of Interest.** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 6.2. Convicted Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 6.3. Discriminatory Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

- 6.4. Antitrust Violator Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 6.5. Department Inspection of Records.** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 6.6. Foreign Gifts and Contracts.** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

## **7. Funding Requirements of Section 215.971(1), F.S.**

- 7.1.** The Grantee shall perform all tasks contained in the SOW.
- 7.2.** Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 7.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 7.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 7.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 7.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

## **8. Return or Recoupment of Funds.**

- 8.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 8.2.** Notwithstanding the damages limitations of Section 25., if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

## **9. Audits and Records.**

- 9.1.** Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 9.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 9.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and

Technology Special Publication 800-88, “Guidelines for Media Sanitization” (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department’s Inspector General or other authorized state official for investigations of the Grantee’s compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee’s suspension or debarment.
- 9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department’s Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to “Contractor” within Addendum A refer to “Grantee.” All references to “Contract” within Addendum A refer to this “Agreement.”

#### **10. Assignments, Subgrants, and Contracts.**

- 10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee’s rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee’s obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee’s obligations to the Department.
- 10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor’s compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 10.3. The Grantee agrees that the Department may assign or transfer the Department’s rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 10.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the

contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).

**11. MyFloridaMarketPlace.** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

**12. Non-Discrimination.** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

**13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.**

**13.1.** The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

**13.2.** This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

**13.3.** Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Contract Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

**13.4.** The Grantee shall promptly notify the Department's Contract Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Contract Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not

engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

#### **14. Nonexpendable Property.**

- 14.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 14.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation schedule in use by the Grantee), whichever is shorter, and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 14.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 14.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 14.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 14.6.** A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).
- 14.7.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 14.8., below.
- 14.8.** The Grantee shall provide advance written notification to the Department if, during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation

schedule in use by the Grantee), whichever is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**15. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property.** If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

**16. Insurance.**

**16.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

**16.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**17. Intellectual Property Rights.** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

**18. Independent Contractor Status.** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

**18.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

**18.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or

to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

**18.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

**18.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

**18.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

**18.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**19. Electronic Funds Transfer.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**20. Entire Agreement.** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

- i. Attachment 1, Statement of Work;
- ii. This Grant Agreement document;
- iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- iv. Addendum A, Public Records Requirements;
- v. Attachment 3, Index of Applicable Laws and Regulations;
- vi. Any Appendices;
- vii. Any other Attachments.

**21. Time is of the Essence.** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

## **22. Termination.**

**22.1. Termination Due to the Lack of Funds.** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends

are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.”

**22.2. Termination for Cause.** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

**22.3. Termination for Convenience.** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State’s interest to do so. The Grantee shall cease performance upon receipt of the Department’s notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**22.4. Grantee’s Responsibilities upon Termination.** If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

**23. Dispute Resolution.** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys’ fees incurred in connection with disputes arising under the terms of the Agreement.

**24. No Waiver of Consequences for Failure to Comply.** The Department’s decision to waive any consequences in one instance does not relinquish the Department’s right and ability to impose any consequences in future instances. The Department’s failure to enforce, or the Department’s waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

**25. Limitation of Liability.** Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost

institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

## **26. Indemnification.**

- 26.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
- 26.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
- 26.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

- 27. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to

believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department’s notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 28. Severability.** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 29. Survival.** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 30. Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**31. Contact Information for Grantee and Department Contacts.**

<b>Grantee’s Payee:</b>	<b>Grantee’s Contract Manager:</b>
City of Lake City	Ret Tompkins
225 NW Main Street	225 NW Main Street
Lake City, Florida 32055	Lake City, Florida 32055
(386) 965-8696	(386) 965-8696
tompkinsr@lcfla.com	tompkinsr@lcfla.com

**Department’s Contract Manager:**

Ginie Chibuzor

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200 E. Gaines Street

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Tallahassee, Florida 32399

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(850) 413-3631

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Ginie.Chibuzor@myFloridaCFO.com

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If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**32. Notices.**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

**CITY OF LAKE CITY**

**DEPARTMENT OF FINANCIAL SERVICES**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTACHMENT 1**  
**Statement of Work (FAGP)**

1. **Project Description.** The Florida Legislature has appropriated funds in Line 2235 of the General Appropriations Act for the 2025–2026 State fiscal year to the Department to implement section 633.135, Florida Statutes (F.S.), for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth in the Agreement and in Rule 69A-37.502, *Florida Administrative Code* (F.A.C.). The Grantee has been awarded funding for the 2025–2026 fiscal year in the amount of \$9,971.96. This funding will be used to purchase personal protective equipment which includes two (2) coats, two (2) pants, four (4) hoods, four (4) pairs of gloves, and five (5) pairs of boots, as further described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable. This is an advancement-based agreement, pending approval, not to exceed the amount of funds listed above. Such funds shall be paid by the Department in consideration for the Grantee’s performance of the requirements as set forth by the terms and conditions of the Agreement.
  
2. **Performance Period.** The Performance Period of this Agreement begins on July 1, 2025, and ends on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 6., Deliverables, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date.
  
3. **Program Requirements.** The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment.

The Grantee shall only use funds for those items specified in the Agreement. Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C. The total amount of the grant shall not exceed the lesser of the purchase price or the total amount of the appropriation.

4. **Grantee’s Responsibilities.** The Grantee shall:
  - a. Complete the required task(s) as specified in Section 6., Deliverables.
  - b. Provide the Department with the required supporting documents specified in Section 7., Request of Grant Funds, to receive grant funds.

- c. Purchase the equipment as specified within Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.
- d. Receive the equipment in a timely manner not to exceed the Performance Period stated in Section 2., Performance Period.
- e. Provide the Department with sufficient documentation that ensures receipt of the equipment.
- f. Provide the Department with documentation, upon Department’s demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> until December 25, 2025. On and after January 1, 2026, and for the entire duration of the Performance Period listed in the Agreement submit monthly fire incident data to the National Emergency Response Information System via <https://neris.fsri.org/> Proof of submittance of fire incident data is required to be provided to the Department upon the Department’s demand.
- h. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
- i. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three (3) years or having a compliance inspection conducted before the grant funds are awarded.
- j. If not already on file with the Division, provide the written agreement with the fire service provider under which the Grantee is operating within thirty (30) calendar days after the effective date of this Agreement.

**5. Department’s Responsibilities.** The Department shall monitor the Grantee’s progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to fund allowable, reasonable, and necessary expenditures, not to exceed the awarded amount specified in Section 1., Project Description.

The Department will monitor reporting and documentation compliance for the Grantee and will notify the appropriate parties of non-compliance.

**6. Deliverables.** The Grantee shall complete the following deliverable:

<b>Deliverable No. 1 – Purchase personal protective equipment which includes two (2) coats, two (2) pants, four (4) hoods, four (4) pairs of gloves, and five (5) pairs of boots</b>		
<b>Task</b>	<b>Documentation</b>	<b>Financial Consequences</b>
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	<p>A. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s).</p> <p>B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.</p>	<p>The Department will require the return of funds if the Grantee:</p> <p>A. Does not receive the equipment within the specified Performance Period;</p> <p>B. Does not provide documentation as required; or</p> <p>C. Does not receive the equipment that is described in this Agreement.</p>

**TOTAL GRANT AMOUNT NOT TO EXCEED \$9,971.96**

7. **Request of Grant Funds.** This is an advancement-based contract, pending sufficient documentation and advancement approval. The Department will provide funds to the Grantee in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed the awarded amount specified in Section 1., Project Description, subject to the availability of funds. To request advancement, the Grantee shall:
- a. Invoice the Department of Financial Services for the total and final cost of the equipment, not to exceed the grant amount awarded. This invoice must include:
    - i. The Grantee name, address, and contact information;
    - ii. An invoice number, date, and contract number;
    - iii. An itemized list of the equipment that matches the equipment listed on the documentation from the equipment vendor;
    - iv. A final cost that matches the grant award amount; and
    - v. A signature from the appropriate authority.
  - b. Provide itemized documentation from an equipment vendor that matches the grant award described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.
8. **Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to timely complete the required duties outlined in this Attachment 1, Statement of Work, will result in the automatic return of any funds the Grantee received related to the associated expenditures for the applicable deliverable(s) upon the Grantee's receipt of notification from the Department. Failure to provide documentation required in Section 6., Deliverables, within the specified Performance Period will result in the expenditure being returned to the Department upon the Grantee's receipt of notification from the Department. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.
9. **Reimbursement of Training Expenses.** In the instance that the Grantee has completed and wishes to request reimbursement for the online Firefighter 1 training program delivered by the Bureau of Fire Standards and Training, the Grantee must provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must include:
- a. The names of the students trained;
  - b. Dates the training was conducted;
  - c. The instructor's name and certification number;
  - d. The location of the final practical skills training; and
  - e. The location of live fire training.
- Funds used to procure the training must be obligated within the specified Performance Period of this Agreement.

**Appendix 1**  
Itemized Equipment List



North America Fire Equip. Inc.  
 D.B.A. NAFECO  
 P.O. Box 2928  
 Decatur, AL 35602-2928  
 (800) 628-6233

**Quotation**

Q0026012352955

**Date:** 2026-01-23  
**Expires:** 2026-02-22  
**FOB:**

Customer Number: LAK049  
 Customer Information: CITY OF LAKE CITY-EQUIPMENT  
 Address: 225 NW MAIN BLVD  
 SUITE 101  
 LAKE CITY, FL 32055  
  
 Attention: RET TOMPKINS  
 Phone: 386-752-2031  
 Email: financeadmin@lcfcla.com  
 Prepared By: Amanda Borden

Qty	Item #	Description	Each	Total
2	CSTM-K11	LION SUPER DELUXE COAT PSGQ4096-S, ADD K11 LINER, ARMOR AP KHAKI, INCLUDES LETTERING TO READ "LCFD", INCLUDES HANGING NAME PATCH TO READ "FF LAST NAME"	\$2,250.00	\$4,500.00
2	PSDM-K11	LION SUPER DELUXE PANT PSGQ4096-S, ADD K11 LINER, ARMOR AP KHAKI, INCLUDES SB342 SUSPENDER	\$1,310.00	\$2,620.00
4	HD395143	LION Redzone Stedair Prevent Clear Part. Block Hood, Black	\$128.00	\$512.00
4	FC-P5000-M	Firecraft Glove, Phoenix Leather, NFPA, Gauntlet, Sz: M	\$134.99	\$539.96
2	804-6369-10M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 10M	\$360.00	\$720.00
3	804-6369-11M	Thorogood QR14 Leather Boot, 14", NFPA Structural, Sz: 11M	\$360.00	\$1,080.00
			<b>Subtotal</b>	<b>\$9,971.96</b>
			<b>Freight</b>	<b>TBD</b>
			<b>Total</b>	<b>\$9,971.96</b>

*tax & freight to be determined*

**Notes:** \*\*PRICE GOOD THROUGH 1/31/26 - LION INCREASE ON 2/1/26\*\*

**Thank you for your business!**

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

**If you have any questions concerning this quote, please call our number listed above.**

**Visit Us On The Internet At: [nafeco.com](http://nafeco.com)**

**Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233**

**ATTACHMENT 2**

**EXHIBIT**



**AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year - must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [Ginie.Chibuzor@myfloridacfo.com](mailto:Ginie.Chibuzor@myfloridacfo.com)

or

Paper (hard copy):  
Ginie Chibuzor  
Department of Financial Services  
200 E. Gaines Street  
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006

Amount: \$9,971.96

*Not to exceed \$3,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2025-2026.*

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

**Attachment 3**  
**Index of Applicable Laws and Regulations**

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Attachment 4 - Status Update Request Form

Instructions: Complete all applicable fields and submit to the assigned Contract Manager within the Department. If the assigned Contract Manager is unknown, send the form to SFMGrant@myfloridacfo.com.

<b>Grantee:</b>	<b>Reporting Date:</b>	<b>Contract Number:</b>
<b>Equipment Purchase Description:</b>		
<b>1. Phases Complete (Check)</b>		
Procurement of Vendor <input type="checkbox"/>	Equipment Order <input type="checkbox"/>	Equipment Purchased <input type="checkbox"/>
Grant Execution <input type="checkbox"/>	Reimbursement <input type="checkbox"/>	Equipment Delivery <input type="checkbox"/>
<b>2. Has the Grant Agreement been executed? If not, why?</b>		
<b>3. When do you expect to have all phases complete?</b>		
<b>4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):</b>		
<b>Grantee</b>	<b>Grantee Representative</b>	
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.	
	<b>Date</b>	<b>Printed Name/Title</b>
	<b>Signature</b>	
<b>Department</b>	<b>Comments/Notes</b>	
	<b>Review Date</b>	<b>Site Visit</b> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
	<b>Contract Manager Signature</b>	

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

1 of 2

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**  
**Email: [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of Open Government**  
**PL-11, The Capitol**  
**Tallahassee, Florida 32399-0301**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**EXHIBIT 1**  
**GRANTEE CERTIFICATION**

This form must be completed by an officer or representative of the Grantee.

I hereby certify that the Grantee is either **(1)** a Fiscally Constrained County as defined in section 218.67, Florida Statutes, or **(2)** a Florida city entirely within a Fiscally Constrained County or rural area of opportunity as defined in sections 218.67 and 288.0656, Florida Statutes.

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Printed Name	Signature
Title	Date

**File Attachments for Item:**

4. City Council Resolution No. 2026-026 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Financial Services for administration of State Grant Funds; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
03-02-2026

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Request to accept grant funding for structure firefighting gear.

**DEPT /** Fire Department

**Originator:** Ret Tompkins, Assistant Fire Chief

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 02-05-2026
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**Recommended Action:**

I would like to request the approval of accepting and spending grant funds from the Department of Financial Services. These funds will buy new sets of structural firefighting gear.

**Summary Explanation & Background:**

Structural firefighting gear is our main line of protection from not only heat and smoke on calls, but it also is our protection from cuts and other possible injuries when we work vehicle fires or vehicle accidents. These sets of gear have an expiration date, and they are also subject to wear and tear that most times do not allow them to make the 10-year time limit it has on it. The prices for these sets of gear have increased tremendously over last few years.

With hiring the six new personnel, we applied for grant funds from the State of Florida Department of Financial Services to be able to purchase new gear for these new employees to avoid any additional impact on our budget. We have been awarded a sum that will allow us to purchase five complete sets of structural firefighting gear. In total this will save our department and the taxpayers of Lake City \$21,191.92.

This is a time sensitive matter as we need to make the purchase of the gear before price increases occur which the vendor has stated will happen in a short time period.

**Alternatives: Pay for the gear from the budget.**

**Source of Funds: Grant**

**Financial Impact: Cost savings of \$21,191.92**

**Exhibits Attached: Contract from Department of Financial Services.**

## **RESOLUTION NO 2026 - 026**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES FOR ADMINISTRATION OF STATE GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Financial Services (the “DFS”) administers certain grant funds through the Firefighter Assistance Grant Program that may be accessed by the City of Lake City (the City”); and

**WHEREAS**, the DFS has awarded the City certain grant funds in the amount of \$11,219.96 (the “Awarded Funds”) to assist the City in purchasing protective equipment for its fire department; and

**WHEREAS**, the DFS and the City desire to enter into that certain contract to govern administration of the Awarded Funds by adopting the terms of the proposed contract with the DFS in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

- 
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
  5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
  6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** (Agreement) is made and entered into by and between the **Department of Financial Services** (Department), an agency of the State of Florida (State), and **City of Lake City** (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

**WHEREAS**, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

**NOW, THEREFORE**, the Department and the Grantee do mutually agree as follows:

**1. Performance Requirements.**

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

**2. Compliance with Laws, Rules, Regulations, and Policies.**

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

**3. Agreement Term.**

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

**4. Payment and Funding Considerations.**

**4.1. Funding.** This Agreement shall not exceed the amount of funds stated in the SOW, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State’s and the Department’s performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

**4.2. Payment Process.** Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.

**4.3. Grantee Rights.** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- 4.4. Taxes.** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department’s exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance.** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department’s designated contract manager (Contract Manager) identified in Section 31., below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 4.6. Final Invoice.** The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 4.7. Expenditures.** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State’s Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](https://myfloridacfo.com/reference-guide-for-state-expenditures.pdf). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

## **5. Governing Laws of the State.**

- 5.1. Governing Law.** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 23., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- 5.2. Ethics.** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), “gratuity” means any payment of more than nominal monetary value

in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

- 5.3. Advertising.** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 5.4. Sponsorship.** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

## **6. Mandatory Disclosure Requirements.**

- 6.1. Conflict of Interest.** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 6.2. Convicted Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
- 6.3. Discriminatory Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or

reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

- 6.4. Antitrust Violator Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
- 6.5. Department Inspection of Records.** Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
- 6.6. Foreign Gifts and Contracts.** The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

## **7. Funding Requirements of Section 215.971(1), F.S.**

- 7.1.** The Grantee shall perform all tasks contained in the SOW.
- 7.2.** Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).
- 7.3.** If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 7.4.** The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 7.5.** The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 7.6.** The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

## **8. Return or Recoupment of Funds.**

- 8.1.** If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 8.2.** Notwithstanding the damages limitations of Section 25., if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

## **9. Audits and Records.**

- 9.1.** Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 9.2.** The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.3.** The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 9.4.** The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and

Technology Special Publication 800-88, “Guidelines for Media Sanitization” (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department’s Inspector General or other authorized state official for investigations of the Grantee’s compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee’s suspension or debarment.
- 9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department’s Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to “Contractor” within Addendum A refer to “Grantee.” All references to “Contract” within Addendum A refer to this “Agreement.”

#### **10. Assignments, Subgrants, and Contracts.**

- 10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee’s rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee’s obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee’s obligations to the Department.
- 10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the contractor’s compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 10.3. The Grantee agrees that the Department may assign or transfer the Department’s rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 10.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the

contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).

**11. MyFloridaMarketPlace.** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

**12. Non-Discrimination.** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

**13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.**

**13.1.** The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

**13.2.** This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

**13.3.** Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Contract Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

**13.4.** The Grantee shall promptly notify the Department's Contract Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Contract Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not

engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

#### **14. Nonexpendable Property.**

- 14.1.** For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 14.2.** All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation schedule in use by the Grantee), whichever is shorter, and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 14.3.** The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 14.4.** The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
- 14.5.** The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 14.6.** A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).
- 14.7.** Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 14.8., below.
- 14.8.** The Grantee shall provide advance written notification to the Department if, during the five (5) year period following the termination of this Agreement or during the depreciable life of the nonexpendable property purchased under this Agreement (determined by the depreciation

schedule in use by the Grantee), whichever is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

**15. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property.** If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

**16. Insurance.**

**16.1.** The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

**16.2.** The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

**17. Intellectual Property Rights.** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

**18. Independent Contractor Status.** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

**18.1.** Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

**18.2.** Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or

to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

**18.3.** The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

**18.4.** Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

**18.5.** The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

**18.6.** At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

**19. Electronic Funds Transfer.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**20. Entire Agreement.** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

- i. Attachment 1, Statement of Work;
- ii. This Grant Agreement document;
- iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- iv. Addendum A, Public Records Requirements;
- v. Attachment 3, Index of Applicable Laws and Regulations;
- vi. Any Appendices;
- vii. Any other Attachments.

**21. Time is of the Essence.** Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

## **22. Termination.**

**22.1. Termination Due to the Lack of Funds.** If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends

are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing “lack of funds.”

**22.2. Termination for Cause.** The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department’s rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

**22.3. Termination for Convenience.** The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State’s interest to do so. The Grantee shall cease performance upon receipt of the Department’s notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

**22.4. Grantee’s Responsibilities upon Termination.** If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

**23. Dispute Resolution.** Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys’ fees incurred in connection with disputes arising under the terms of the Agreement.

**24. No Waiver of Consequences for Failure to Comply.** The Department’s decision to waive any consequences in one instance does not relinquish the Department’s right and ability to impose any consequences in future instances. The Department’s failure to enforce, or the Department’s waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

**25. Limitation of Liability.** Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost

institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

## **26. Indemnification.**

**26.1.** The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

**26.2.** Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

**26.3.** The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

**27. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to

believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department’s notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

- 28. Severability.** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.
- 29. Survival.** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.
- 30. Execution in Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**31. Contact Information for Grantee and Department Contacts.**

<b>Grantee’s Payee:</b>	<b>Grantee’s Contract Manager:</b>
City of Lake City	Ret Tompkins
225 NW Main Street	225 NW Main Street
Lake City, Florida 32055	Lake City, Florida 32055
(386) 965-8696	(386) 965-8696
tompkinsr@lcfla.com	tompkinsr@lcfla.com

**Department’s Contract Manager:**

Ginie Chibuzor
200 E. Gaines Street
Tallahassee, Florida 32399
(850) 413-3631
Ginie.Chibuzor@myFloridaCFO.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

**32. Notices.**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

**CITY OF LAKE CITY**

**DEPARTMENT OF FINANCIAL SERVICES**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTACHMENT 1**  
**Statement of Work (FAGP)**

1. **Project Description.** The Florida Legislature has appropriated funds in Line 2235 of the General Appropriations Act for the 2025–2026 State fiscal year to the Department to implement section 633.135, Florida Statutes (F.S.), for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth in the Agreement and in Rule 69A-37.502, *Florida Administrative Code* (F.A.C.). The Grantee has been awarded funding for the 2025–2026 fiscal year in the amount of \$11,219.96. This funding will be used to purchase personal protective equipment which includes six (6) coats and four (4) pairs of gloves, as further described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable. This is an advancement-based agreement, pending approval, not to exceed the amount of funds listed above. Such funds shall be paid by the Department in consideration for the Grantee’s performance of the requirements as set forth by the terms and conditions of the Agreement.
  
2. **Performance Period.** The Performance Period of this Agreement begins on July 1, 2025, and ends on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 6., Deliverables, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date.
  
3. **Program Requirements.** The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment.

The Grantee shall only use funds for those items specified in the Agreement. Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C. The total amount of the grant shall not exceed the lesser of the purchase price or the total amount of the appropriation.

4. **Grantee’s Responsibilities.** The Grantee shall:
  - a. Complete the required task(s) as specified in Section 6., Deliverables.
  - b. Provide the Department with the required supporting documents specified in Section 7., Request of Grant Funds, to receive grant funds.
  - c. Purchase the equipment as specified within Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.

- d. Receive the equipment in a timely manner not to exceed the Performance Period stated in Section 2., Performance Period.
- e. Provide the Department with sufficient documentation that ensures receipt of the equipment.
- f. Provide the Department with documentation, upon Department’s demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
- g. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> until December 25, 2025. On and after January 1, 2026, and for the entire duration of the Performance Period listed in the Agreement submit monthly fire incident data to the National Emergency Response Information System via <https://neris.fsri.org/> Proof of submittance of fire incident data is required to be provided to the Department upon the Department’s demand.
- h. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
- i. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three (3) years or having a compliance inspection conducted before the grant funds are awarded.
- j. If not already on file with the Division, provide the written agreement with the fire service provider under which the Grantee is operating within thirty (30) calendar days after the effective date of this Agreement.

**5. Department’s Responsibilities.** The Department shall monitor the Grantee’s progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to fund allowable, reasonable, and necessary expenditures, not to exceed the awarded amount specified in Section 1., Project Description.

The Department will monitor reporting and documentation compliance for the Grantee and will notify the appropriate parties of non-compliance.

**6. Deliverables.** The Grantee shall complete the following deliverable:

<b>Deliverable No. 1 – Purchase personal protective equipment which includes six (6) coats and four (4) pairs of gloves.</b>		
<b>Task</b>	<b>Documentation</b>	<b>Financial Consequences</b>
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	<p>A. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s).</p> <p>B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.</p>	<p>The Department will require the return of funds if the Grantee:</p> <p>A. Does not receive the equipment within the specified Performance Period;</p> <p>B. Does not provide documentation as required; or</p> <p>C. Does not receive the equipment that is described in this Agreement.</p>
<b>TOTAL GRANT AMOUNT NOT TO EXCEED \$11,219.96</b>		

7. **Request of Grant Funds.** This is an advancement-based contract, pending sufficient documentation and advancement approval. The Department will provide funds to the Grantee in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed the awarded amount specified in Section 1., Project Description, subject to the availability of funds. To request advancement, the Grantee shall:
- a. Invoice the Department of Financial Services for the total and final cost of the equipment, not to exceed the grant amount awarded. This invoice must include:
    - i. The Grantee name, address, and contact information;
    - ii. An invoice number, date, and contract number;
    - iii. An itemized list of the equipment that matches the equipment listed on the documentation from the equipment vendor;
    - iv. A final cost that matches the grant award amount; and
    - v. A signature from the appropriate authority.
  - b. Provide itemized documentation from an equipment vendor that matches the grant award described in Appendix 1 and Appendix 2, Itemized Equipment List(s), if applicable.
8. **Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to timely complete the required duties outlined in this Attachment 1, Statement of Work, will result in the automatic return of any funds the Grantee received related to the associated expenditures for the applicable deliverable(s) upon the Grantee's receipt of notification from the Department. Failure to provide documentation required in Section 6., Deliverables, within the specified Performance Period will result in the expenditure being returned to the Department upon the Grantee's receipt of notification from the Department. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification. This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.
9. **Reimbursement of Training Expenses.** In the instance that the Grantee has completed and wishes to request reimbursement for the online Firefighter 1 training program delivered by the Bureau of Fire Standards and Training, the Grantee must provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must include:
- a. The names of the students trained;
  - b. Dates the training was conducted;
  - c. The instructor's name and certification number;
  - d. The location of the final practical skills training; and
  - e. The location of live fire training.

Funds used to procure the training must be obligated within the specified Performance Period of this Agreement.

**Appendix 1**  
Itemized Equipment List



North America Fire Equip. Inc.  
 D.B.A. NAFECO  
 P.O. Box 2928  
 Decatur, AL 35602-2928  
 (800) 628-6233

**Quotation**

Q0026012321240

**Date:** 2026-01-23  
**Expires:** 2026-02-22  
**FOB:**

Customer Number: LAK049  
 Customer Information: CITY OF LAKE CITY-EQUIPMENT  
 Address: 225 NW MAIN BLVD  
 SUITE 101  
 LAKE CITY, FL 32055  
  
 Attention: RET TOMPKINS  
 Phone: 386-752-2031  
 Email: financeadmin@lcfcla.com  
 Prepared By: Amanda Borden

Qty	Item #	Description	Each	Total
3	CSTM-K11	LION SUPER DELUXE COAT PSGQ4096-S, ADD K11 LINER, ARMOR AP KHAKI, INCLUDES LETTERING TO READ "LCFD", INCLUDES HANGING NAME PATCH TO READ "FF LAST NAME"	\$2,250.00	\$6,750.00
3	PSDM-K11	LION SUPER DELUXE COAT PSGQ4096-S, ADD K11 LINER, ARMOR AP KHAKI, INCLUDES SB342 SUSPENDER	\$1,310.00	\$3,930.00
4	FC-P5000-L	Firecraft Glove, Phoenix Leather, NFPA, Gauntlet, Sz: L	\$134.99	\$539.96
			<b>Subtotal</b>	<b>\$11,219.96</b>
			<b>Freight</b>	<b>TBD</b>
			<b>Total</b>	<b>\$11,219.96</b>

*tax & freight to be determined*

**Notes:** \*\*PRICE GOOD THROUGH 1/31/26 - LION INCREASE ON 2/1/26\*\*

**Thank you for your business!**

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: [nafeco.com](http://nafeco.com)

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

**ATTACHMENT 2**

**EXHIBIT**



**AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

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**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

**Part III: Other Audit Requirements**

N/A

**Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): [Ginie.Chibuzor@myfloridacfo.com](mailto:Ginie.Chibuzor@myfloridacfo.com)

or

Paper (hard copy):  
Ginie Chibuzor  
Department of Financial Services  
200 E. Gaines Street  
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

**Part V: Record Retention**

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF  
STATE AND FEDERAL FINANCIAL ASSISTANCE

**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

1. Federal Program A:

*N/A*

2. Federal Program B:

*N/A*

**Subject to Section 215.97, F.S.:**

1. State Project A:

State Project: Volunteer Firefighter Grant Assistance Program

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006

Amount: \$11,219.96

*Not to exceed \$3,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2025-2026.*

2. State Project B:

*N/A*

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

**Attachment 3**  
**Index of Applicable Laws and Regulations**

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)  
Chapter 119, F.S. (public records and exceptions to disclosure)  
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)  
Section 216.1366, F.S. (inspection of records)  
Section 286.101, F.S. (foreign gifts and contracts)  
Section 286.25, F.S. (sponsorship)  
Section 287.133, F.S. (convicted vendor list)  
Section 287.134, F.S. (discriminatory vendor list)  
Section 287.137, F.S. (antitrust violator vendor list)  
Americans with Disabilities Act  
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)  
Section 215.34, F.S. (return or recoupment of funds)  
Section 215.97, F.S., Florida Single Audit Act  
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)  
Section 273.02, F.S. (nonexpendable tangible personal property)  
Section 287.0585, F.S. (payments to subcontractors)  
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)  
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



**DIVISION OF**  
**STATE FIRE MARSHAL**  
**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**



Attachment 4 - Status Update Request Form

Instructions: Complete all applicable fields and submit to the assigned Contract Manager within the Department. If the assigned Contract Manager is unknown, send the form to SFMGrant@myfloridacfo.com.

<b>Grantee:</b>	<b>Reporting Date:</b>	<b>Contract Number:</b>
<b>Equipment Purchase Description:</b>		
<b>1. Phases Complete (Check)</b>		
Procurement of Vendor <input type="checkbox"/>	Equipment Order <input type="checkbox"/>	Equipment Purchased <input type="checkbox"/>
Grant Execution <input type="checkbox"/>	Reimbursement <input type="checkbox"/>	Equipment Delivery <input type="checkbox"/>
<b>2. Has the Grant Agreement been executed? If not, why?</b>		
<b>3. When do you expect to have all phases complete?</b>		
<b>4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):</b>		
<b>Grantee</b>	<b>Grantee Representative</b>	
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.	
<b>Date</b>	<b>Printed Name/Title</b>	<b>Signature</b>
<b>Department</b>	<b>Comments/Notes</b>	
	<b>Review Date</b>	<b>Site Visit</b> <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
		<b>Contract Manager Signature</b>

**DEPARTMENT OF FINANCIAL SERVICES**  
**Public Records Requirements**

**Addendum A**

**1. Public Records Access Requirements.**

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

**2. Public Records Requirements Applicable to All Contractors.**

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

**Addendum A**

1 of 2

**3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

**Telephone: (850) 413-3149**  
**Email: [PublicRecordsRequest@myfloridacfo.com](mailto:PublicRecordsRequest@myfloridacfo.com)**  
**Mailing Address: The Department of Financial Services**  
**Office of Open Government**  
**PL-11, The Capitol**  
**Tallahassee, Florida 32399-0301**

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

**File Attachments for Item:**

5. City Council Resolution No. 2026-028 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Transportation for the design and installation of drainage modifications for State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
03/02/2026

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Suppliment for Drainage Modifications for City of Lake City Utility Conflicts

**DEPT / OFFICE:** Distriubtion and Collections

<b>Originator:</b> Jessica Hamric		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Brian Scott	<b>Date</b> 2/3/2026
<b>Recommended Action:</b> Allow FDOT to design and install drainage modifications for SR 247 at Bascom Norris and sign the documents attached.		
<b>Summary Explanation &amp; Background:</b> The City of Lake City should allow FDOT to re-engineer and relcoate storm structures on SR 247 at Bascom Norris to save the City money with sewer infastructure relocations due to conflicts.		
<b>Alternatives:</b> Not to sign the documents and complete the sewer infastructure relocations ourselves.		
<b>Source of Funds:</b> 410.70.536-060.63		
<b>Financial Impact:</b> \$51,571.87		
<b>Exhibits Attached:</b> Please see UWHCA and City of Lake City Signature Authority page.		

## **RESOLUTION NO 2026 - 028**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND INSTALLATION OF DRAINAGE MODIFICATIONS FOR STATE ROAD 247 AT SW BASCOM NORRIS DRIVE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City ("City") owns certain utility facilities which are located on the public road identified as 429930-1-52-01, State Road No. 247 (the "Facilities"); and

WHEREAS, minor modifications involving constructing, reconstructing or other improvements to the Facilities are required by the Florida Department of Transportation ("FDOT") and more particularly described in Exhibit "A" attached hereto (the "Project"); and

WHEREAS, FDOT and the City desire to enter into that certain contract to complete the Project by adopting the terms of the proposed contract with FDOT in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging FDOT's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging FDOT to complete the Project in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's

Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

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

Form No. 710-010-57  
UTILITIES  
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13,

<b>Financial Project ID: 429930-1-36-10</b>	<b>Federal Project ID: N/A</b>
<b>Financial Project ID:</b>	
<b>Financial Project ID:</b>	
<b>Financial Project ID:</b>	
<b>County: Columbia</b>	<b>State Road No.: 247</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): City of Lake City Utilities</b>	

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

**WITNESSETH:**

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

**WHEREAS**, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as 429930-1-52-01, State Road No. 247, hereinafter referred to as the "Project"; and

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

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

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

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

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

**1. Performance of Utility Work**

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

**2. Cost of Utility Work**

- a. The **UAO** will, at least Thirty (30) calendar days prior to the date on which the **FDOT** advertises the Project for bids, pay the **FDOT** the amount of \$51,571.87 for the cost of the Utility Work. Said amount will be deposited into the State Transportation Trust Fund.

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

**3. Default**

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

**4. Indemnification**

**FOR GOVERNMENT-OWNED UTILITIES:**

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

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

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

**FOR NON-GOVERNMENT-OWNED UTILITIES:**

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

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

**5. Force Majeure**

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

**6. Miscellaneous**

- a. To the Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- b. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for

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

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refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

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

If to the **UAO**:

Brian Scott
City of Lake City Utilities
692 SW St. Margarets Street
Lake City, FL 32055

If to the **FDOT**:

Todd Hunt
Florida Department of Transportation
1109 S. Marion Ave. - MS 2024
Lake City, FL 32025

**7. Certification**

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

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

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

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

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

UTILITY: City of Lake City Utilities

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name:) Noah Walker

(Typed Title:) Mayor

---

Recommend Approval by the District Utility Office

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

FDOT Legal review

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

District Counsel

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

(Typed Name: Robert L. Parks)

(Typed Title: Director of Transportation Development)

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FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORPORATE RESOLUTION, DELEGATION,  
 AND SPECIAL POWER OF ATTORNEY**

710-010-50  
 UTILITIES  
 10/04

**NOW, THEREFORE, BE IT RESOLVED BY City of Lake City, HEREINAFTER REFERRED TO AS THE “UAO”, THAT:**

1. The positions, the title of which appears in the chart below, are hereby delegated the authority, and the persons, the name of whom appears in the chart below, are hereby appointed as attorney-in-fact for the **UAO**, to approve and execute on behalf of and in the name of the **UAO**, any specified document type listed in the chart below next to that position or person between the **UAO** and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **FDOT**) and all other documents, agreements and instruments which are necessary in connection with the document type specified. In the event that All is checked or specified, there shall be no limitation on the authority of that position or person to approve and execute documents between the **UAO** and the **FDOT**.
  
2. This delegation and appointment shall remain in full force and effect, and the **FDOT** shall be entitled to rely upon this delegation and appointment, until written notice of the modification, rescission, or revocation of this delegation and appointment, in whole or in part, in the form of a corporate resolution, has been actually delivered to the State Utility Engineer of the **FDOT** at its central office in Tallahassee, Florida, with copies to the District Utility Engineer of each District of the **FDOT**. No such modification, rescission, or revocation shall, in any event, be effective with respect to any documents executed or actions taken pursuant to this delegation and appointment prior to the actual delivery of written notice of such modification, rescission, or revocation to the **FDOT** as specified above.
  
3. This delegation and appointment shall not be exclusive and shall not be deemed to limit the authority of any other position or person which may otherwise have authority for the **UAO**.

<b>Name of Representative</b> <small>(If by NAME Please Type or Print approved names)</small>	<b>Title of Representative</b> <small>(If by TITLE Please Type or Print approved titles)</small>	<b>Approved to Sign (Please check or specify type)</b>	
		<b>All</b>	<b>Specified Document Type</b>
Noah Walker	Lake City Mayor	<input checked="" type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
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		<input type="checkbox"/>	



**File Attachments for Item:**

6. City Council Resolution No. 2026-029 - A resolution of the City of Lake City, Florida, approving Change Order Number Two to that certain contract between the City and Advantage Contracting Group, Inc., a Florida Corporation, said change order increasing the contract price to account for the brand replacement of switches relating to cybersecurity concerns and extending the project for an additional one-hundred (100) days; recognizing the authority of the Mayor to execute and bind the City to said change order; repealing all prior resolutions resolutions in conflict; and providing an effective date. (Saint Margarets SCADA Project.)

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Saint Margarets SCADA

**DEPT / OFFICE:** Utilities – Wastewater

<b>Originator:</b> Cody Pridgeon, Wastewater Director		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Cody Pridgeon	<b>Date</b> 1/28/2026
<b>Recommended Action:</b> Approve Change Order No. 2		
<b>Summary Explanation &amp; Background:</b>  For cybersecurity reasons the City has decided to change the brand of switches originally specified in the SCADA project from Hersman to Stratex. The change comes with a price increase of \$25,638.60. Due to this change the contractor is requesting 100 days be added to the contract.		
<b>Alternatives:</b> Not Approve		
<b>Source of Funds:</b> 410.74.536-060.63		
<b>Financial Impact:</b> \$25,638.60		
<b>Exhibits Attached:</b> 1) Change Order Request No. 2		

## RESOLUTION NO 2026 - 029

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING CHANGE ORDER NUMBER TWO TO THAT CERTAIN CONTRACT BETWEEN THE CITY AND ADVANTAGE CONTRACTING GROUP, INC., A FLORIDA CORPORATION, SAID CHANGE ORDER INCREASING THE CONTRACT PRICE TO ACCOUNT FOR THE BRAND REPLACEMENT OF SWITCHES RELATING TO CYBERSECURITY CONCERNS AND EXTENDING THE PROJECT FOR AN ADDITIONAL ONE-HUNDRED (100) DAYS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CHANGE ORDER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the "City") and Advantage Contracting Group, Inc., a Florida corporation (the "Vendor") entered into that certain contract pursuant to Resolution No 2025-034 for the Saint Margarets wastewater treatment facility SCADA project (the "Project"); and

**WHEREAS**, the Vendor has submitted a request for an extension of time and a contract price adjustment to account for necessary material costs to replace the brand of switches originally specified in the SCADA project due to cybersecurity concerns (collectively, the "Change Order"); and

**WHEREAS**, the Change Order increases the contract price in an amount not exceeding \$28,202.46, for a total revised contract price not exceeding \$1,256,917.46; and

**WHEREAS**, the Change Order also extends the date of completion by an additional one-hundred (100) days required by the Vendor to complete the contract; and

**WHEREAS**, approving said Change Order in the form of the agreement attached as an Exhibit hereto is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Approving the Change Order to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Change Order in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

- 
4. The Mayor of the City of Lake City are each authorized to execute on behalf of and bind the City to the terms of the Change Order; and
  5. The Mayor of the City of Lake City, as appropriate and as circumstances require, is directed to execute on behalf of and bind the City to the terms of the Change Order; and
  6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**CHANGE ORDER NO. 2**

PROJECT: New SCADA for SMWWTF

DATE OF ISSUANCE: 1/21/2026 EFFECTIVE DATE: 1/21/2026

OWNER: City of Lake City, Florida OWNER CONTRACT NO.: ITB 005-2025

CONTRACTOR: Advantage Contracting Group, Inc.

ENGINEER: CPH Consulting, LLC ENGINEER'S CLIENT NO.: 8904-23-1

You are directed to make the following changes in the Contract Documents.

Description: Increase in Contract Price of \$28,202.46 due to changing brands of switches per Owner's request. Increase in Contract Times of 100 days.

Reason for Change Order: Owner request. Change in Contract Time due to approvals and material changes.

Attachments (list documents supporting change): Advantage Contracting Group's proposal received 11/17/25; C2i's proposal dated 11/17/25.

<p align="center"><b>CHANGE IN CONTRACT PRICE:</b></p> <p>Original Contract Price \$ <u>1,150,500.00</u></p>	<p align="center"><b>CHANGE IN CONTRACT TIMES:</b></p> <p>Original Contract Times NTP <u>4/21/2025</u> Substantial Completion: <u>330 days   3/16/2026</u> Ready for final payment: <u>365 days   4/20/2026</u></p>
<p>Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u> \$ <u>78,215.00</u></p>	<p>Net changes from previous Change Orders No. <u>1</u> to No. <u>1</u> <u>0</u> days</p>
<p>Contract Price prior to this Change Order \$ <u>1,228,715.00</u></p>	<p>Contract Times prior to this Change Order Substantial Completion: <u>330 days   3/16/2026</u> Ready for final payment: <u>365 days   4/20/2026</u></p>
<p>Net <b>Increase</b> (<del>Decrease</del>) of this Change Order \$ <u>28,202.46</u></p>	<p>Net <b>Increase</b> (<del>Decrease</del>) of this Change Order <u>100</u> days</p>
<p>Contract Price with all approved Change Orders \$ <u>1,256,917.46</u></p>	<p>Contract Times with all approved Change Orders Substantial Completion: <u>430 days   6/24/2026</u> Ready for final payment: <u>465 days   7/29/2026</u></p>

APPROVED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: Ryan Worthington  
Contractor (Authorized Signature)

Date: 1/21/2026

**ACG**  
**Advantage Contracting Group, Inc.**  
4200 CR 218, Middleburg, FL, 32068  
CGC 1520250

**Change Order Request**

---

**Lake City SCADA**

**Project: New Drives for SMWWTF**

Following our recent discussion regarding the transition from Hershman brand switches to Allen-Bradley Stratix network switches, please find below our proposed scope of work and associated cost summary for your review and approval.

1) Provide and supply the required Stratix switches, accounting for the cost difference between the originally specified Hirschman switches and the proposed Stratix models.

2) Allocate two (2) days of programming to implement the required configuration changes within the control network to ensure full compatibility with the Stratix hardware.

3) Allocate two (2) days of engineering for verification of compatibility, and selection of the appropriate Stratix switch models from the current catalog that meet system requirements and updating the network drawings.

All work to be done during normal business hours.

**The price to include all the Scope of Work detailed above:**

**Switches Installed: \$ 25,638.60**

**General Conditions and Profit: \$ 2,563.86**

**Total Price: \$ 28,202.46**

Thank you,

*Ryan Worthington*

11/17/2025

Ryan Worthington

President

Advantage Contracting Group, Inc.

CGC 1520250

(904) 219-3556

All quotes are valid for a period of 30 days from signature.

**EXHIBIT**



**CONTROL INSTRUMENTS, INC.**

<b>PROPOSAL SUMMARY</b>			
<b>PROJECT:</b>	1111 Plant City Scada Upgrade	<b>REFERENCE:</b>	Stratix Switches
<b>CONSULTANT:</b>	CPH Corp	<b>BID DATE:</b>	11/17/2025
			<b>PRICE</b>
FIELD EQUIPMENT.....		\$	0.00
PANEL EQUIPMENT.....		\$	0.00
COMPUTER EQUIPMENT		\$	14,186.94
		\$	0.00
		\$	0.00
		\$	0.00
MATERIAL MARKUP:	15%		2,128.04
<b>MATERIAL TOTALS:</b>			<b>\$ 16,314.98</b>
		<b>PRICE</b>	<b>PRICE</b>
MANGEMENT:	1,800.00	/Day x 0.25 Days = \$	450.00
PURCHASING:	1,800.00	/Day x 0.25 Days = \$	450.00
ENGINEERING:	1,800.00	/Day x 2.00 Days = \$	3,600.00
MANUFACTURING:	1,000.00	/Day x 0.00 Days = \$	0.00
DOCUMENTATION:	1,400.00	/Day x 0.00 Days = \$	0.00
PROGRAMMING:	1,800.00	/Day x 2.00 Days = \$	3,600.00
SERVICE ESTIMATE: ENGINEERING:	1,800.00	/Day x 0.00 Days = \$	0.00
SERVICE ESTIMATE: FIELD:	1,400.00	/Day x 0.00 Days = \$	0.00
FREIGHT/SHIPPING:			\$ 0.00
TRAVEL COST:			\$ 0.00
<b>LABOR TOTALS:</b>			<b>\$ 8,100.00</b>
			<b>PRICE</b>
FINANCING:	0.00%		\$ -
<b>JOB PRICE SUBTOTAL:</b>			<b>\$ 24,414.98</b>
			<b>PRICE</b>
ALLOWANCE: NO			\$ 0.00
BONDS: NO	0%		\$ 0.00
TAXES: YES	7.5%		\$ 1,223.62
<b>TOTAL PRICE:</b>			<b>\$ 25,638.60</b>

**File Attachments for Item:**

7. City Council Resolution No. 2026-030 - A resolution of the City of Lake City, Florida, approving that certain application by the Lake City Fire Department for a grant from the State of Florida Department of Financial Services Decontamination Equipment Grant Program to purchase protective gear for the Lake City Fire Department; making certain findings of fact in support of the City applying for such grant funds; authorizing the City Manager or his designee to submit such application; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
3/2/26

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Request to apply for grant to buy additional firefighting gear.

**DEPT /** Fire Department

**Originator:** Ret Tompkins-Assistant Fire Chief

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 2-6-26
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**Recommended Action:** We are requesting permission to apply for a grant that requires a 25% match to the funds. This grant would buy additional firefighting gear.

**Summary Explanation & Background:**

Firefighting gloves and particulate hoods are worn during firefighting operations. This is not only a line of defense from injury to our head, neck and hands, but this is also a protection against carcinogens from contacting the skin and possibly going further into the human system. Studies have shown that the less contact with certain carcinogens a firefighter has lowers their chance of having cancer. These pieces of equipment face the most amount of wear and tear during operations of the safety gear we wear and frequently must be replaced to provide proper safety coverage. As small as these items are, they come with a bigger price tag as a set of gloves is \$100 a piece and a particulate hood is \$128 per item.

We are requesting to apply for a grant from the State of Florida that will allow us to purchase additional firefighting gloves and particulate hoods. This grant has a 25% match. The grant is worth \$1500 therefore we would need to pay \$500 to meet the required matching funds. We have \$500 in our budget; we are requesting permission to apply for this and use our budgeted funds to match.

This is a time sensitive measure as the grant application period will close soon and we could miss the window to be able to obtain these funds from the State of Florida instead of from our budget.

**Alternatives:** Purchase the items for the full amount out of our budget.

**Source of Funds:** Grant

**Financial Impact:** Saves the City of Lake City \$1500

**Exhibits Attached:**

**RESOLUTION NO 2026 – 030**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN APPLICATION BY THE LAKE CITY FIRE DEPARTMENT FOR A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES DECONTAMINATION EQUIPMENT GRANT PROGRAM TO PURCHASE PROTECTIVE GEAR FOR THE LAKE CITY FIRE DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPLYING FOR SUCH GRANT FUNDS; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SUCH APPLICATION; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT SUCH APPLICATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) desires to apply for funds from the State of Florida Department of Financial Services Decontamination Equipment Grant Program (the “Grant Program”) in the amount of \$1,500 (the “Grant Funds”) to benefit the Lake City Fire Department (the “Department”); and

**WHEREAS**, the Grant Program requires a twenty-five (25) percent match; and

**WHEREAS**, the Department’s budget has sufficient funds in its budget to meet such match requirement; and

**WHEREAS**, if the Department is awarded the Grant Funds, the Grant Funds will be used to purchase protective gear to be used in firefighting operations, as detailed in the quote shown as an Exhibit attached hereto; and

**WHEREAS**, applying for the Grant Funds is in the public interest and in the interests of the City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Applying for the Grant Funds is in the public or community interest and for public welfare; and
2. In furtherance thereof, applying to the Grant Program for an award of the Grant Funds should be and is approved by the City Council of the City of Lake City; and
3. The City Manager of the City of Lake City or his designee is authorized and directed to execute on behalf of and bind the City to such documents as are necessary to apply for the Grant

Funds; and

4. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney



DIVISION OF  
**STATE FIRE MARSHAL**  
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



February 12, 2026

SENT VIA ELECTRONIC MAIL ONLY

Lake City Fire Department  
 TompkinsR@lcfla.com

**Re: Notice of Grant Award from the Decontamination Equipment Grant Program**

Lake City Fire Department:

As the Director of the Division of State Fire Marshal within the Florida Department of Financial Services (Division), it is my privilege to inform you that the Division approved your grant application for the 2025-2026 fiscal year in the amount of \$1471.81 for the purchase of Hoods, Gloves and Chemicals . The State of Florida requires a mandated funding match of twenty-five percent (25%) of the total grant award amount; please see below breakdown of the total grant award and required match.

Total Grant Award Amount	\$1,962.42
State of Florida Portion Amount (75%)	\$1,471.81
Required Match Amount (25%)	\$490.61

To accept the grant award, you must complete and email the included Confirmation Form to **SFMGrant@MyFloridaCFO.com**. Once the Division receives the completed form, a contract manager will be assigned and contact you to discuss next steps. The assigned contract manager will be your main point of contact within the Division for all matters relating to this Notice of Grant Award, the Grant Agreement, and the payment of funds.

If you have not already done so, please ensure that you are in full safety compliance from the Bureau of Fire Standards and Training. Any outstanding compliance items are to be completed by you within ninety (90) days from the date of this Notice of Grant Award. If not completed, then this grant award will be revoked.

**Please note, the defined performance period for the grant is one (1) year starting July 1, 2025, and ending June 30, 2026.**

If your equipment purchase will take longer than one (1) year to complete and meet payment requirements, you must notify your assigned contract manager as soon as possible.

Congratulations, the Division looks forward to working with Lake City Fire Department on this important project.

Sincerely,

JoAnne E. Rice, Director  
 Division of State Fire Marshal

GC/ct

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JoAnne E. Rice • Director  
 Division of State Fire Marshal  
 200 East Gaines St. • Tallahassee, FL 32399-0340 • Tel. 850-413-3610  
 Email • SFMGrant@myfloridacfo.com



DIVISION OF  
**STATE FIRE MARSHAL**  
FLORIDA DEPARTMENT OF FINANCIAL SERVICES



## CONFIRMATION FORM

### Contact Information

Grantee:
<i>(The Grantee name MUST be the name registered with the Department of State and MyFloridaMarketplace, commonly known as MFMP)</i>
Federal ID # (FEIN):
Mailing Address:
City, State, Zip:
Physical Address:
City, State, Zip:

### Contract Manager

Name:
Title:
Phone:
Email:

All email and phone communications will be directed to the Point of Contact (POC). Please list POC here:

Name:
Title:
Phone:
Email:

**File Attachments for Item:**

8. City Council Resolution No. 2026-033 - A resolution of the City of Lake City, Florida, accepting the donation of Police Service Dog, K-9 Bravo, to the City by a third party; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to accept said donation and transfer ownership of K-9 Bravo; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
3-2-26

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Acceptance of Donation of Police K9 Officer  
**DEPT / OFFICE:** Police Department

**Originator:**  
 Chief of Police Gerald Butler

<b>City Manager</b> Don Rosenthal, City Manager	<b>Department Director</b> Gerald Butler <i>W/00</i>	<b>Date</b> 2-12-26
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**Recommended Action:**  
 The Lake City Police Department is requesting approval to accept the donation of a 4-year-old male German Shepherd. This K9 officer would be assigned to the K9 unit. This K9 would assist officers conducting effective police services and enforcement.

**Summary Explanation & Background:**  
 The K9 unit is in need of a replacement dog to be trained in drug detection and felony apprehension. With the acceptance of the donated K9, training will commence for the K9, as an officer, along with a handler.

**Alternatives:**  
 The purchase of a replacement K9 dog would cost approximately \$5000-\$7500. from the Department's budget.

**Source of Funds:**  
 Lake City Police Department is budgeted in FY26 for a replacement K9 dog. With the donation of this dog by a citizen, expenditure by the agency is minimized.

**Financial Impact:**  
 No cost to agency

- Exhibits Attached:**
- Receipt from Von See Stadt Kennels for donation of K9
  - Picture of prospective K9 German Shepherd

## **RESOLUTION NO 2026-033**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING THE DONATION OF POLICE SERVICE DOG, K-9 BRAVO, TO THE CITY BY A THIRD PARTY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SAID DONATION; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO ACCEPT SAID DONATION AND TRANSFER OWNERSHIP OF K-9 BRAVO; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Lake City Police Department (the "Department") is a department of the City of Lake City (the "City"); and

**WHEREAS**, the Department is in need of a replacement K-9 which would cost the City approximately \$5000-\$7500 from fiscal year 2025-2026 budgeted funds; and

**WHEREAS**, a third party has offered to donate to the City K-9 Bravo, a four year old male German Shepherd; and

**WHEREAS**, K-9 Bravo would be trained to assist officers of the Department in drug detection and felony apprehension; and

**WHEREAS**, accepting the donation of K-9 Bravo would minimize expenditures by the City; and

**WHEREAS**, the City finds such donation is in the public or community interest and for public welfare; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Accepting the donation of K-9 Bravo to the City is in the public or community interest and for public welfare; and
2. In furtherance thereof, the donation of K-9 Bravo to the City should be and is accepted by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

- 
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to such documents as are necessary to accept the donation of K-9 Bravo and complete the transfer of ownership of K-9 Bravo to the City; and
  5. All prior resolutions of the City in conflict with this resolution are hereby repealed to the extent of such conflict; and
  6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

Bravo  
2-10-26



EXHIBIT



**File Attachments for Item:**

9. City Council Ordinance No. 2026-2357 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-02, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

# ORDINANCE 2026-2357

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ANX 26-02

# Introduction

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- Applicant has requested to annex parcel 08881-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.

## Staff Recommendation

- Staff's recommendation is to approve Ordinance 2025-2349.

# QUESTIONS

# ORDINANCE NO. 2026-2357

## CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2           **PETITION NO. ANX 26-02, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA**  
3           **LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY ANNEXATION;**  
4           **ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY,**  
5           **FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES**  
6           **OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF**  
7           **FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL**  
8           **ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

9           **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
10          of Lake City, Florida, (the "City Council"), to annex real property into the corporate boundaries of  
11          the City of Lake City, Florida, (the "City"); and

12          **WHEREAS**, Sections 171.011 through 171.094, Florida Statutes, as amended, the Municipal  
13          Annexation or Contraction Act, empowers the City Council to annex real property into the  
14          corporate boundaries of the City, pursuant to a petition voluntarily filed by the owner of certain  
15          real property; and

16          **WHEREAS**, the Interlocal Service Boundary Agreement (the "ISBA") between the Board of County  
17          Commissioners of Columbia County, Florida, (the "County"), adopted by Columbia County  
18          Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345  
19          permits property not contiguous to the boundaries of the City to be annexed into the City; and

20          **WHEREAS**, Lake City 47, LLC, a Florida limited liability company, the owner of certain real  
21          property more particularly described herein below (the "Real Property"), has petitioned that the  
22          same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

23          **BE IT ENACTED** by the People of the City of Lake City, Florida, as follows:

- 24          1. Pursuant to a petition, ANX 26-02, by Lake City 47, LLC, a Florida limited liability company,  
25          the owner of Real Property, said Real Property being depicted on Schedule A: Location Map,  
26          attached hereto and incorporated as part of this Ordinance, and is reasonably compact, has  
27          petitioned the City to have said Real Property annexed into the City.

28                   (ORB 1370, PG. 513)

29                   PARCEL ONE

30 The Southeast 1/4 of the Northwest 1/4, all as lies South and West interstate  
31 Highway 75, LESS AND EXCEPT the North 20.5 feet thereof.

32 AND

33 BEGIN at the Northeast corner of the Southwest 1/4 of the Northwest 1/4, Section  
34 30, Township 4 South, Range 17 East, and run thence South 00°53' East, along the  
35 East line of said Southwest 1/4 of the Northwest 1/4, 1323.71 feet to the  
36 Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence run North  
37 89°09' West, along the South line of said Southwest 1/4 of Northwest 1/4, 148.0  
38 feet; thence run North 04°55' East, 1326.47 feet to the North line of said  
39 Southwest 1/4 of the Northwest 1/4; thence run South 89°07' East, 13.98 feet to  
40 the POINT OF BEGINNING. LESS the North 20.5 feet thereof.

41 AND

42 An easement 14.0 feet in width and lying 7.0 feet on each side of the following  
43 described centerline: COMMENCE at the point of intersection of the East right-of-  
44 way of State Road No. 47 and the South line of the Southwest 1/4 of the Northwest  
45 1/4, Section 30, Township 4 South, Range 17 East and run thence North 26°16'  
46 East, along said right-of-way line, 191.54 feet for a POINT OF BEGINNING; thence  
47 run South 89°09' East, parallel to said South line of the Southwest 1/4 of the  
48 Northwest 1/4, 810.0 feet, more or less.

49 AND

50 The North 20.5 feet of that part of the South 1/2 of the Northwest 1/4 lying East  
51 of the right-of-way of State Road No. 47 and West of the right-of-way of I-75. LESS  
52 a strip of land 41.0 feet in width and lying 20.5 feet on each side of the following  
53 described centerline: BEGIN at the Northwest corner of the Southeast 1/4 of the  
54 Northwest 1/4, Section 30, Township 4 South, Range 17 East and run thence South  
55 89°17' East, along the North line of said Southeast 1/4 of the Northwest 1/4,  
56 157.83 feet to the West right-of-way line of Interstate Highway No. 75.

57 All lying and being in Section 30, Township 4 South, Range 17 East, Columbia  
58 County, Florida.

59 PARCEL TWO

60 COMMENCE at the Northwest corner of the Southeast 1/4 of the Northwest 1/4  
61 and run North 00°33' East, 182.62 feet; thence run South 40°09' East to the South  
62 line of the Northeast 1/4 of Northwest 1/4; thence run North 89°17' West, along  
63 said South line of the Northeast 1/4 of Northwest 1/4, 157.83 feet to the POINT  
64 OF BEGINNING.

65           AND  
66           COMMENCE at the Southeast corner of the Southwest 1/4 of the Northwest 1/4  
67           of Section 30, Township 4 South, Range 17 East, Columbia County, Florida and run  
68           North 89°16'25" West, along the South line of said Southwest 1/4 of Northwest  
69           1/4, 147.77 feet to the POINT OF BEGINNING; thence continue North 89°16'25"  
70           West, 727.97 feet to the East right-of-way line of State Road No. 47; thence North  
71           26°16' East, along said East right-of-way line, 1234.36 feet; thence South 89°16'  
72           East, 200.00 feet; thence North 26°16' East, 200.00 feet; thence South 89°16' East,  
73           18.57 feet; thence South 05°32'30" West, 1298.75 feet to the POINT OF  
74           BEGINNING. All lying and being in Section 30, Township 4 South, Range 17 East,  
75           Columbia County, Florida.

76           LESS AND EXCEPT additional right-of-way for State Road No. 47.

77           LESS AND EXCEPT (ORB 1516, PG. 2417)

78           A parcel of land in Section 30, Township 4 South, Range 17 East, Columbia County,  
79           Florida, described as follows:

80           COMMENCE at the North end of the proposed right-of-way line for Parcel 103 per  
81           Florida Department of Transportation Right-of-Way map Section 29020-2501,  
82           State Road No. 47, Station 300+46.935, and run South 25°20'36" West, along the  
83           East right-of-way line of State Road No. 47, a distance of 71.99 feet to the POINT  
84           OF BEGINNING; thence South 64°39'24" East, a distance of 5.00 feet; thence South  
85           25°20'36" West, along a line parallel to the East right-of-way line of State Road No.  
86           47, a distance of 304.57 feet; thence North 64°39'24" West, a distance of 5.00 feet  
87           to a point on the East right-of-way line of State Road No. 47; thence North  
88           25°20'36" East, along said East right-of-way line of State Road No. 47, a distance  
89           of 304.57 feet to the POINT OF BEGINNING. Containing 0.03 acres (1523 square  
90           feet), more or less.

91           AND ALSO (ORB 1462, PG. 993) COMMENCE at the Northeast corner of the  
92           Southwest 1/4 of the Northwest 1/4 of Section 30, Township 4 South, Range 17  
93           East, and run thence South 89°48'22" West along the North line of said Southwest  
94           1/4 of Northwest 1/4 13.70 feet; thence South 4°36'22" West 20.57 feet to the  
95           South line of an easement; thence South 89°48'22" West along said South line of  
96           easement 18.20 feet for a POINT OF BEGINNING; thence South 25°20'22" West  
97           parallel to State Road No. 47, 200.00 feet; thence South 89°48'22" West parallel  
98           to said South line of easement 200.00 feet to the East line of State Road No. 47;  
99           thence North 25°20'22" East along said East line of State Road No. 47, 200.00 feet  
100           to said South line of easement; thence North 89°48'22" East along said South line

101 of easement 200.00 feet to the POINT OF BEGINNING. LESS AND EXCEPT  
102 approximately 11 feet off the West side thereof for right-of-way. Lying and being  
103 in Columbia County, Florida.

104 LESS AND EXCEPT (ORB 1475, PG 147) COMMENCE at the Southwest corner of  
105 the Northeast 1/4 of the Northwest 1/4, Section 30, Township 4 South, Range 17  
106 East, Columbia County, Florida and run thence North 00°23'36" W, along the West  
107 line of said Northeast 1/4 of Northwest 1/4, 20.50 feet to the POINT OF  
108 BEGINNING; thence continue North 00°23'36" West, still along said West line,  
109 162.14 feet to the Southwesterly right of way line of State Road No. 93 (Interstate  
110 Highway No. 75); thence South 41°09'12" East, along said Southwesterly right of  
111 way, 77.31 feet; thence South 25°35'04" West, 115.23 feet to the POINT OF  
112 BEGINNING. Containing 0.09 acres, more or less.

113 AND ALSO (ORB 1395, 533) The South 20.5 feet of the Northeast 1/4 of Northwest  
114 1/4 lying West of Interstate 75 and the North 20.5 feet of the Southeast 1/4 of  
115 Northwest 1/4 lying West of Interstate 75, all being in Section 30, Township 4  
116 South, Range 17 East, Columbia County, Florida.

117 LESS AND EXCEPT Parcels 102A and 102B per Florida Department of  
118 Transportation Right-of-Way maps for State Road No. 47, Section 29020-2501,  
119 being more particularly described as follows:

120 PARCEL 102A

121 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
122 17 East, Columbia County, Florida, being more particularly described as follows:

123 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
124 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
125 line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the  
126 Easterly existing right of way line of State Road No. 47 for a POINT OF BEGINNING;  
127 thence departing said South line, North 25°20'36" East, along said Easterly existing  
128 right of way line, a distance of 378.261 meters (1,241.01 feet); thence departing  
129 said Easterly existing right of way line, North 89°52'18" East, a distance of 3.981  
130 meters (13.06 feet); thence South 25°20'36" West, a distance of 206.369 meters  
131 (677.06 feet); thence run North 89°56'47" East, a distance of 1.291 meters (4.24  
132 feet); thence South 25°20'36" West, a distance of 171.897 meters (563.97 feet) to  
133 said South line of the Northwest quarter; thence South 89°56'48" West, along said  
134 South line, a distance of 5.269 meters (17.29 feet) to the POINT OF BEGINNING.  
135 Containing 1559.9 square meters (16,791 square feet), more or less.

136 PARCEL 102B

137 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
138 17 East, Columbia County, Florida, being more particularly described as follows:

139 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
140 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
141 line of said Northwest quarter, a distance of 178.767 meters (586.51 feet) to the  
142 POINT OF BEGINNING; thence continue North 89°56'48" East, along said South  
143 line, a distance of 217.163 meters (712.48 feet); thence departing said South line,  
144 North 04°38'14" East, a distance of 155.808 (511.18); thence run South 89°56'47"  
145 West, a distance of 156.180 meters (512.40 feet); thence run South 25°20'36"  
146 West, a distance of 171.897 meters (563.97 feet) to the POINT OF BEGINNING.  
147 Containing 2.8987 hectares (7.163 acres), more or less.

148 PARCEL 103

149 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
150 17 East, Columbia County, Florida, being more particularly described as follows:

151 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
152 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
153 line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the  
154 Easterly existing right of way line of State Road No. 47; thence departing said  
155 South line, North 25°20'36" East, along said Easterly existing right of way line, a  
156 distance of 378.261 meters (1,241.01 feet) for a POINT OF BEGINNING; thence  
157 continue North 25°20'36" East, along said Easterly existing right of way line, a  
158 distance of 60.960 meters (200.00 feet); thence departing said Easterly existing  
159 right of way line, North 89°52'18" East, a distance of 3.981 meters (13.06 feet);  
160 thence South 25°20'36" West, a distance of 60.960 meters (200.00 feet); thence  
161 South 89°52'18" West, a distance of 3.981 meters (13.06 feet) to the POINT OF  
162 BEGINNING. Containing 219.1 square meters (2,358 square feet), more or less.

163 ALTOGETHER Containing 27.19 acres, more or less.

164 2. The City Council finds the petition bears the signatures of all owners of said Real Property in  
165 the area proposed to be annexed.

166 3. The City Council finds said Real Property meets the criteria established by Chapter 171,  
167 Florida Statutes, as amended, and said ISBA between the County, and the City, and should  
168 be annexed to the boundaries of the City.

169 4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part  
170 of the City.

- 
- 171 5. The boundaries of the City are hereby redefined to include said Real Property.
- 172 6. Annexation. Said Real Property shall continue to be classified as follows: HIGHWAY  
173 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan  
174 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE  
175 (CI) under the zoning districts as designated on the Official Zoning Atlas of the Columbia  
176 County Land Development Regulations until otherwise changed or amended by appropriate  
177 ordinance of the City.
- 178 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby  
179 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
180 to all general and special assessments.
- 181 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,  
182 within the area, described in Section 1 above, upon the effective date of this Ordinance  
183 under a valid license or permit issued by the County and all other necessary state or federal  
184 regulatory agencies, may continue such occupation, business, trade or profession within the  
185 entire boundaries of the City, as herein defined, upon securing a valid occupational license  
186 from the City, which shall be issued upon payment of the appropriate fee, without the  
187 necessity of taking or passing any additional examination or test which otherwise is required  
188 relating to the qualification of such occupations, businesses, trades or professions.
- 189 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of  
190 this ordinance, a certified copy of this ordinance with the following:
- 191 a) Florida Department of State, Tallahassee, Florida;
- 192 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 193 c) Clerk of the Circuit Court of Columbia County, Florida;
- 194 d) Chief Administrative Officer of Columbia County, Florida;
- 195 e) Property Appraiser of Columbia County, Florida;
- 196 f) Tax Collector of Columbia County, Florida; and
- 197 g) All public utilities authorized to conduct business within the city.
- 198 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,  
199 phrase, or provision of this Ordinance is for any reason held or declared to be  
200 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such  
201 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
202 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,

203 shall be deemed to be valid.

204 11. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to  
205 the extent of such conflict.

206 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City  
207 Council.

**APPROVED, UPON FIRST READING**, by the City Council, at a regular meeting, on the \_\_\_\_\_ day of March, 2026.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the city, by the City Clerk of the City on the 5th of March 2026 and 12th of March 2026.

**APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a quorum present of the City Council, at a regular meeting this \_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

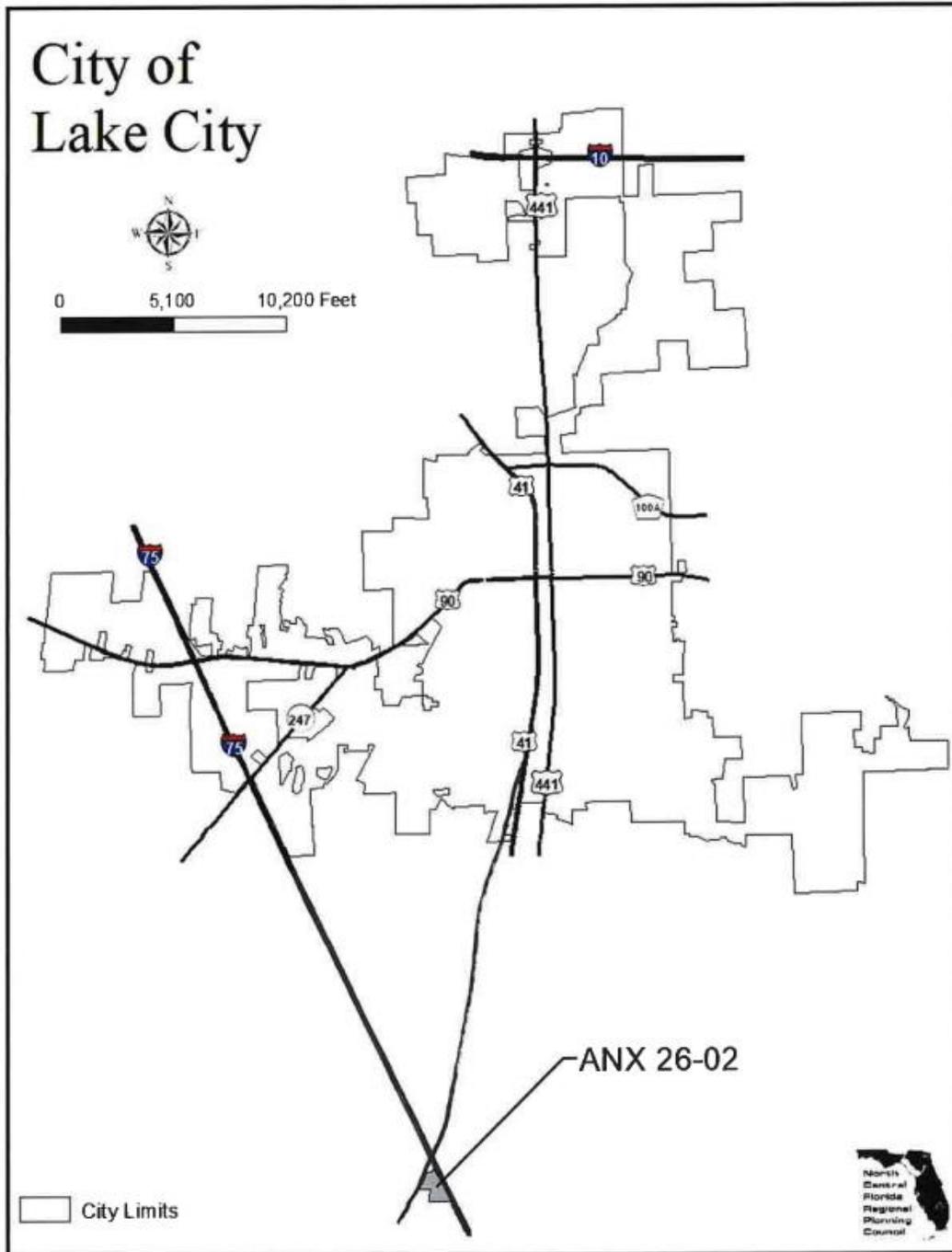
ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

### Schedule A: Location Map



**File Attachments for Item:**

10. City Council Ordinance No. 2026-2346 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-02, by the Growth Management Department of Lake City, Florida; providing for amending Section 2.1 entitled Definitions, General by adding a definition for Administrative Approval Process and Development Review Staff; providing for amending Article 3 entitled Administrative Mechanisms by adding Section 3.3 entitled Administrative Approval; providing for amending Section 13.11 entitled Site and Development Plan Approval by adding Section 13.11.5 entitled Minor Site and Development Plan Approval; providing severability; repealing all ordinances in conflict; providing an effective date.

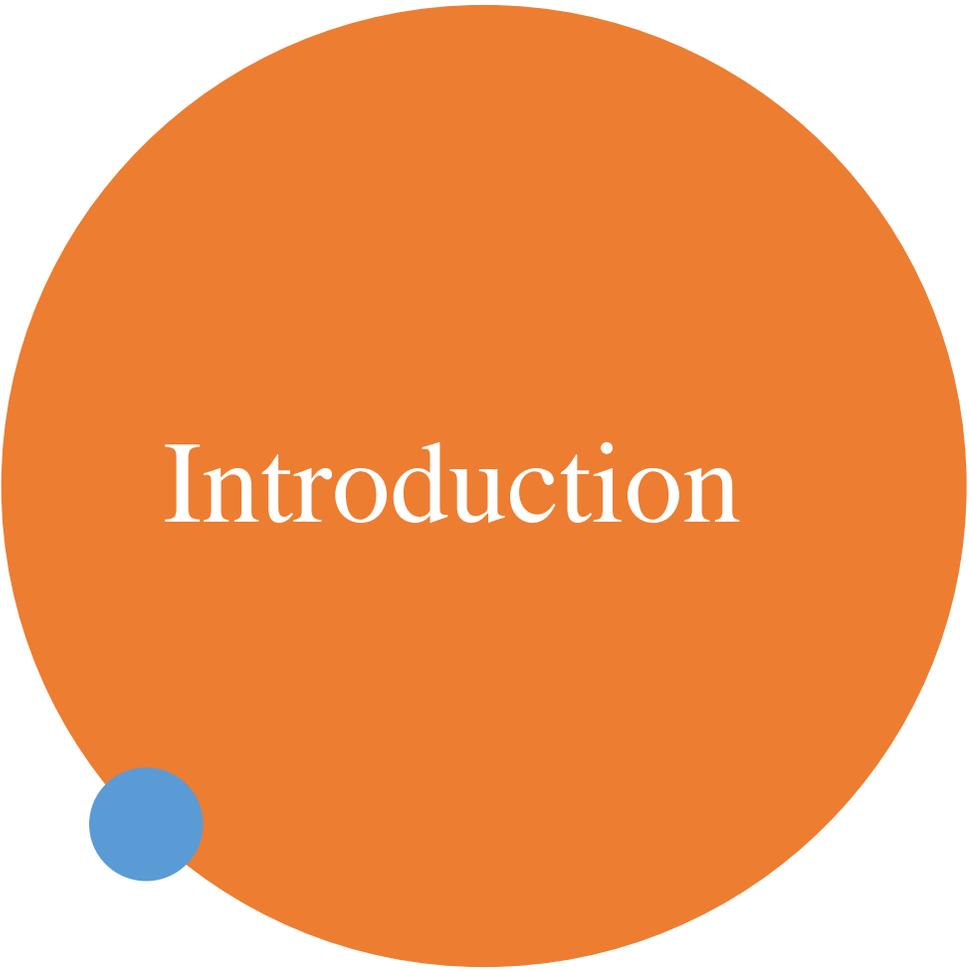
Passed on first reading on 2/17/2026

# LDR 25-02

# Ord. 2026-2346

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ADMINISTRATIVE APPROVAL PROCESS



# Introduction

- An administrative approval process is used for site plans and affordable housing projects, granting the Land Development Regulations Administrator the authority to approve, approve with conditions, or deny an application.

# Affordable Housing Initiatives

- Certain affordable housing initiatives like the Live Local Act allow developers to receive administrative approval;
- SB 1730 clarifies the administrative approval process by amending paragraph 7(e) to call out that proposed development under the Live Local Act are to be approved administratively without any action by either the local legislative body or any quasi-judicial reviewing body;
- The YIGBY, Yes in God's Backyard, bill allows religious organizations to build affordable housing on their property or property that is contiguous to their property. These developments are to be reviewed and approved administratively.

# Site Plans

- **WHY IS THIS IMPORTANT TO LAKE CITY-** Numerous jurisdictions have an administrative approval process for site plans. For example, Columbia County currently has a minor site plan process.
- **Jurisdictions with an administrative process-**
  - Columbia County-10,000 square feet or less of building.
  - Live Oak- 20,000 square feet or less of building.
  - Ocala and Gainesville- All commercial and industrial.
- **Benefits**
  - Allows for an expedited process. No public hearing is required therefore no advertising timelines.
  - Reduces cost.
  - Reduces administrative burden and increase staff efficiency.



Staff  
Recommendation

- 
- Staff's recommendation is to approve Ordinance 2026-2346.

# QUESTIONS

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33 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
34 required public hearings, with public notice having been provided, on said application for an  
35 amendment, as described below, and at said public hearings, the City Council reviewed and  
36 considered all comments received during said public hearings, including the recommendation of  
37 the Board, serving also as the LPA, of said application for an amendment, as described below;  
38 and

39 **WHEREAS**, the City Council has determined and found that a need and justification exist for the  
40 approval of said application for an amendment, as described below; and

41 **WHEREAS**, the City Council has determined and found that approval of said application for an  
42 amendment, as described below, is consistent with the purposes and objectives of the  
43 comprehensive planning program and the Comprehensive Plan; and

44 **WHEREAS**, the City Council has determined and found that approval of said application for an  
45 amendment, as described below, will further the purposes of the Land Development Regulations  
46 and other ordinances, regulations and actions designed to implement the Comprehensive Plan;  
47 and

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

51 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

- 52 1. Pursuant to an application, LDR 25-02, by the Growth Management Department of Lake City,  
53 Florida, to amend the text of the Land Development Regulations, Section 2.1 entitled  
54 Definitions, General is hereby amended to add the following definitions to read, as follows:

55 **Administrative Approval Process. Administrative Approval Process is a process**  
56 **for minor site and development plans and affordable housing initiatives as**  
57 **defined by Florida Statutes where the Land Development Regulations**  
58 **Administrator reviews and approves application without having to be heard in a**  
59 **public hearing. The applications reviewed and approved by this process shall be**  
60 **reviewed by the Development Review Staff and approved, approved with**  
61 **conditions, or denied by the Land Development Regulations Administrator.**

62 **Development Review Staff. The Development Review Staff shall consist of the**  
63 **following City staff and outside agencies or their designee; Land Development**  
64 **Regulations Administrator, Director of Distribution and Collections, Director of**  
65 **Gas, Director of Public Works, Director of Waste Water, Director of Water**  
66 **Treatment, Utilities Coordinator, Police Chief, Fire Chief, School Board, County**

67 **Engineer, Suwannee River Water Management District, and Florida Department**  
68 **of Transportation.**

- 69 2. Pursuant to an application, LDR 25-02, by the Growth Management Department of the City  
70 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 3.3  
71 entitled Administrative Approval is hereby added to read, as follows:

72 **SECTION 3.3 ADMINISTRATIVE APPROVAL**

73 **3.3.1 Administrative Approval Process- The administrative approval process**  
74 **shall be used for affordable housing initiatives under Florida Statutes or**  
75 **minor site and development plans.**

76 **3.3.1.1 Submittal Requirements-Minor Site and Development Plans and**  
77 **Affordable Housing Initiatives: All submittals shall follow the**  
78 **requirements set forth in Section 13.11of these land**  
79 **development regulations for site and development plan**  
80 **approvals.**

81 **3.3.1.2 Review Process- The review process shall consist of the following**  
82 **steps: Completeness review, review by the Development**  
83 **Review Staff.**

84 **a. Completeness Review- The Land Development**  
85 **Regulations Administrator shall review the application**  
86 **to ensure the application is complete. If the application**  
87 **is deemed insufficient, then the Land Development**  
88 **Regulations Administrator shall notify the applicant of**  
89 **all insufficiencies in writing. If the application is deemed**  
90 **complete by the Land Development Regulations**  
91 **Administrator, then the Land Development Regulations**  
92 **Administrator shall forward the application to the**  
93 **Development Review Staff.**

94 **b. Review by the Development Review Staff- The Land**  
95 **Development Regulations Administrator shall forward**  
96 **the application and all supporting documents to**  
97 **Development Review Staff for review. The**  
98 **Development Review Staff shall review the application**  
99 **within the time frames as stated in Section 166.033,**  
100 **Florida Statutes, as amended, and notify the applicant in**  
101 **writing of any concurrency issues or any other concerns**

102 found by the reviewing staff. Once the applicant has  
103 corrected all concurrency issues and has addressed all  
104 concerns of the reviewing staff, the Land Development  
105 Regulations Administrator shall approve, approve with  
106 conditions, or deny the application.

107 3. Pursuant to an application, LDR 25-02, by the Growth Management Department of the City  
108 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 13.11.5  
109 entitled Site and Development Approval, Minor Site and Development Plan Approval is  
110 hereby added to read, as follows:

111 SECTION 13.11 SITE AND DEVELOPMENT PLAN APPROVAL

112 13.11.5 Minor Site and Development Plan Approval. Any development that  
113 requires site and development plan approval which meets the  
114 following criteria shall be subject to minor site and development  
115 review in accordance with this section:

116 a. The proposed development does not exceed seven thousand  
117 five hundred (7,500) square feet of new or additional gross  
118 floor area; and

119 b. The proposed development does not exceed twenty thousand  
120 (20,000) square feet of new or additional impervious area.

121 Procedure: The Land Development Regulations Administrator shall  
122 have the authority to approve minor site and development plans.  
123 No building permit shall be issued for any development that  
124 requires minor site and development plan review until the Land  
125 Development Regulations Administrator has approved such plan.  
126 Minor site and development plan submittals shall be required to  
127 have the same contents as established in Section 13.11.1 of these  
128 land development regulations. The Land Development Regulations  
129 Administrator shall not approve any minor site and development  
130 plan until such plan has been found to be in compliance with the  
131 requirements of these land development regulations.

132 Action of Minor Site and Development Plan: Minor site and  
133 development plans reviews shall consist of a completeness review  
134 of the application and review by the Development Review Staff.  
135 Once the Development Review Staff has reviewed the submittal  
136 and applicant has addressed all concerns of the Development

137 Review Staff, then the Land Development Regulations  
138 Administrator shall approve, approve with conditions, or deny the  
139 submittal. A denial by the Land Development Regulations  
140 Administrator shall be in writing stating the reason for the denial  
141 and the date of the denial.

142 In reaching a decision as to whether or not a minor site and  
143 development plan as submitted be approved the Land  
144 Development Regulations Administrator shall be guided in its  
145 decision to approve, approve with conditions, or to deny by the  
146 standards set forth in Section 13.11.3.1-11 of these land  
147 development regulations.

148 Issuance of building permits and minor changes- Issuance of a  
149 building permit and minor changes shall be in accordance with  
150 Section 13.11.4 of these land development regulations.

151 All developments approved through the administrative approval  
152 process shall expire twelve (12) months from the date of approval  
153 unless a building permit has been applied for or issued for at least  
154 one (1) building in the development prior to the expiration date.  
155 For minor site and development plans approved for development  
156 without a building (i.e. impervious area), the minor site and  
157 development plan approval shall expire twelve (12) months from  
158 the date of approval unless site construction has begun prior to the  
159 expiration date. Applicant may request one (1) twelve (12)-month  
160 extension in writing stating why the extension is necessary. The  
161 Land Development Regulations Administrator may grant an  
162 extension if the project still has adequate concurrency capacity as  
163 determined upon original submittal.

164 Appeals- Appeals to the decision of the Land Development  
165 Regulations Administrator shall be in accordance with Article 12 of  
166 these land development regulations.

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

170 5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the  
171 extent of such conflict.

172 6. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold**  
173 **and underline** is adopted.

174 7. Effective Date. This Ordinance shall become effective upon adoption.

175 8. Authority. This Ordinance is adopted pursuant to the authority granted by Section 166.021,  
176 Florida Statutes, as amended, and Sections 163.3161, through 163.3248, Florida Statutes, as  
177 amended.

178 **PASSED UPON FIRST READING** on the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

179 **APPROVED AND ADOPTED UPON SECOND AND FINAL READING**, in regular session with a  
180 quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2026-2346- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-02, BY THE GROWTH MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDING SECTION 2.1 ENTITLED DEFINITIONS, GENERAL BY ADDING A DEFINITION FOR ADMINISTRATIVE APPROVAL PROCESS AND DEVELOPMENT REVIEW STAFF; PROVIDING FOR AMENDING ARTICLE 3 ENTITLED ADMINISTRATIVE MECHANISMS BY ADDING SECTION 3.3 ENTITLED ADMINISTRATIVE APPROVAL; PROVIDING FOR AMENDING SECTION 13.11 ENTITLED SITE AND DEVELOPMENT PLAN APPROVAL BY ADDING SECTION 13.11.5 ENTITLED MINOR SITE AND DEVELOPMENT PLAN APPROVAL; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**File Attachments for Item:**

11. City Council Ordinance No. 2026-2355 (final reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Ivory Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Ivory Terrace henceforth to Northwest Bettye Lane Terrace within the City of Lake City; providing for conflicts; providing for severability; providing an effective date.

Passed on first reading on 2/17/2026

## ORDINANCE 2026 – 2355

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CHANGING**  
2           **THE NAME OF THAT CERTAIN PUBLIC ROAD IN THE CITY OF LAKE**  
3           **CITY PRESENTLY IDENTIFIED AS NORTHWEST IVORY TERRACE**  
4           **SITUATED BETWEEN NORTHWEST WILSON STREET AND**  
5           **NORTHWEST LONG STREET; CHANGING AND DESIGNATING THE**  
6           **NAME OF SAID SEGMENT OF NORTHWEST IVORY TERRACE**  
7           **HENCEFORTH TO NORTHWEST BETTYE LANE TERRACE WITHIN**  
8           **THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR CONFLICTS;**  
9           **PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

10       **WHEREAS**, Bettye Lane was a dedicated public servant, community leader and cherished friend  
11       to many in the City of Lake City, Florida (the “City”), having untold positive effects on the  
12       community; and

13       **WHEREAS**, Bettye Lane served the residents of the City with distinction and integrity as a member  
14       of the City Council from April 15, 1996, to September 1, 2004, providing unwavering commitment  
15       to the betterment of our community; and

16       **WHEREAS**, in addition to her role as a member of the City Council, Bettye Lane held the position  
17       of Chairperson of the Beautification Committee, where her vision and tireless efforts led to  
18       meaningful improvements in the appearance, livability, and pride of our public spaces; and

19       **WHEREAS**, Bettye Lane was an exceptional role model for her family and friends during her long  
20       and productive lifetime, earning the respect and admiration of people of all walks of life; and

21       **WHEREAS**, Bettye Lane’s outstanding willingness to assist others in every way provided all who  
22       met her an example of the meaning of true leadership and resourcefulness; and

23       **WHEREAS**, notwithstanding Bettye Lane’s life experience and achievement, she never forgot  
24       where she came from and showed compassion for those less fortunate than herself, regardless  
25       of race, creed, or gender; and

26       **WHEREAS**, the City desires to honor and commemorate Bettye Lane’s legacy by renaming that  
27       certain segment of Northwest Ivory Terrace situated between Northwest Wilson Street and  
28       Northwest Long Street; and

29       **WHEREAS**, in furtherance thereof, the City desires that henceforth the aforementioned segment  
30       of Northwest Ivory Terrace be renamed and designated as Northwest Bettye Lane Terrace; and

31       **WHEREAS**, renaming the aforementioned segment of road as set forth herein is in the public  
32       interest and for the public welfare; now therefore

33 **BE IT ENACTED** by the people of the City of Lake City, Florida:

- 34 1. That segment of what is currently designated as Northwest Ivory Terrace being situated  
35 between Northwest Wilson Street and Northwest Long Street within the City of Lake City,  
36 Florida shall be henceforth renamed and referenced as Northwest Bettye Lane Terrace; and
- 37 2. The public works, road, and other relevant staff of the City are authorized and directed to  
38 take all actions consistent herewith, including changing the signage on the designated road  
39 segment to reflect the name change set forth herein; and
- 40 3. The City Clerk shall provide notice to the Columbia County Property Appraiser, Columbia  
41 County Board of County Commissioners, and the United States Postal Service of the name  
42 change contemplated herein.
- 43 4. All prior ordinances and resolutions adopted and approved by the City Council of the City of  
44 Lake City in conflict with this resolution are hereby repealed to the extent of such conflict;  
45 and
- 46 5. This resolution shall become effective and enforceable upon final adoption by the City  
47 Council of the City of Lake City.

48 **APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City  
49 Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

**ORDINANCE 2026 – 2355  
CITY OF LAKE CITY, FLORIDA**

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CHANGING THE NAME OF THAT CERTAIN PUBLIC ROAD IN THE CITY OF LAKE CITY PRESENTLY IDENTIFIED AS NORTHWEST IVORY TERRACE SITUATED BETWEEN NORTHWEST WILSON STREET AND NORTHWEST LONG STREET; CHANGING AND DESIGNATING THE NAME OF SAID SEGMENT OF NORTHWEST IVORY TERRACE HENCEFORTH TO NORTHWEST BETTYE LANE TERRACE WITHIN THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance honors a local resident(s) who have contributed in significant ways to the history, well-being, and civic fabric of the City of Lake City and/or Columbia County. Honoring such resident(s) helps preserve the community's history, furthering the public welfare and morals in the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct economic impacts of this proposed ordinance on private, for-profit businesses in the City are minimal to non-existent.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are likely to be impacted by this proposed ordinance.

4. Additional information the governing body deems useful (if any):

Not Applicable.

**File Attachments for Item:**

12. City Council Ordinance No. 2026-2356 (final reading) - An ordinance of the City of Lake City, Florida, changing the name of that certain public road in the City of Lake City presently identified as Northwest Campbell Terrace situated between Northwest Wilson Street and Northwest Long Street; changing and designating the name of said segment of Northwest Campbell Terrace henceforth to Northwest Foreman Terrace within the City of Lake City, Florida; providing for conflicts; providing for severability; providing an effective date.

Passed on first reading on 2/17/2026

## ORDINANCE 2026 – 2356

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CHANGING**  
2           **THE NAME OF THAT CERTAIN PUBLIC ROAD IN THE CITY OF LAKE**  
3           **CITY PRESENTLY IDENTIFIED AS NORTHWEST CAMPBELL TERRACE**  
4           **SITUATED BETWEEN NORTHWEST WILSON STREET AND**  
5           **NORTHWEST LONG STREET; CHANGING AND DESIGNATING THE**  
6           **NAME OF SAID SEGMENT OF NORTHWEST CAMPBELL TERRACE**  
7           **HENCEFORTH TO NORTHWEST FOREMAN TERRACE WITHIN THE**  
8           **CITY OF LAKE CITY, FLORIDA; PROVIDING FOR CONFLICTS;**  
9           **PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

10       **WHEREAS**, Willie Earl Foreman and Barbara O. Foreman dedicated their lives to educating  
11 thousands of students in Columbia County’s public schools, having untold positive effects on the  
12 community; and

13       **WHEREAS**, Willie Earl Foreman served the residents of the City of Lake City and Columbia County  
14 with distinction and integrity as a science teacher and school administrator over a period of  
15 thirty-eight years at Lake City Junior High School, Columbia High School, and Lake City Middle  
16 School; and

17       **WHEREAS**, Barbara O. Foreman served the residents of the City of Lake City and Columbia County  
18 with distinction and integrity as a journalism teacher, English teacher, and district Director of  
19 Curriculum over a period of 33 years at Richardson High School and Columbia High School; and

20       **WHEREAS**, Barbara O. Foreman was elected as a member of the Columbia County School Board  
21 in 1998, serving with honor in that role until 2002; and

22       **WHEREAS**, in 2023 the Columbia County School Board honored and recognized Barbara O.  
23 Foreman as a Teacher of a Lifetime in Columbia County; and

24       **WHEREAS**, Willie Earl Foreman and Barbara O. Foreman were exceptional role models in the Lake  
25 City community, earning the respect and admiration of people of all walks of life; and

26       **WHEREAS**, Willie Earl Foreman and Barbara O. Foreman were not only educators and community  
27 leaders, but were also a living example as a married couple and family leaders during their fifty-  
28 six years of marriage, as parents to their three children; and

29       **WHEREAS**, the City desires to honor and commemorate the lives of Willie Earl Foreman and  
30 Barbara O. Foreman by renaming in their honor that certain segment of Northwest Campbell  
31 Terrace situated between Northwest Wilson Street and Northwest Long Street; and

32       **WHEREAS**, in furtherance thereof, the City desires that henceforth the aforementioned segment  
33 of Northwest Campbell Terrace be renamed and designated as Northwest Foreman Terrace; and

34 **WHEREAS**, renaming the aforementioned segment of road as set forth herein is in the public  
35 interest and for the public welfare; now therefore

36 **BE IT ENACTED** by the people of the City of Lake City, Florida:

- 37 1. That segment of what is currently designated as Northwest Campbell Terrace being situated  
38 between Northwest Wilson Street and Northwest Long Street within the City of Lake City,  
39 Florida shall be henceforth renamed and referenced as Northwest Foreman Terrace; and
- 40 2. The public works, road, and other relevant staff of the City are authorized and directed to  
41 take all actions consistent herewith, including changing the signage on the designated road  
42 segment to reflect the name change set forth herein; and
- 43 3. The City Clerk shall provide notice to the Columbia County Property Appraiser, Columbia  
44 County Board of County Commissioners, and the United States Postal Service of the name  
45 change contemplated herein.
- 46 4. All prior ordinances and resolutions adopted and approved by the City Council of the City of  
47 Lake City in conflict with this resolution are hereby repealed to the extent of such conflict;  
48 and
- 49 5. This resolution shall become effective and enforceable upon final adoption by the City  
50 Council of the City of Lake City.

51 **APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City  
52 Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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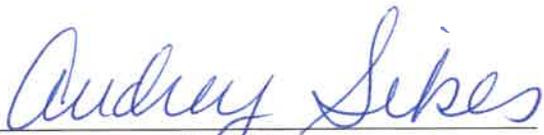
Clay Martin, City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

*This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.*

Proposed ordinance's title/reference:

**ORDINANCE 2026 – 2356  
CITY OF LAKE CITY, FLORIDA**

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CHANGING THE NAME OF THAT CERTAIN PUBLIC ROAD IN THE CITY OF LAKE CITY PRESENTLY IDENTIFIED AS NORTHWEST CAMPBELL TERRACE SITUATED BETWEEN NORTHWEST WILSON STREET AND NORTHWEST LONG STREET; CHANGING AND DESIGNATING THE NAME OF SAID SEGMENT OF NORTHWEST CAMPBELL TERRACE HENCEFORTH TO NORTHWEST FOREMAN TERRACE WITHIN THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance honors a local resident(s) who have contributed in significant ways to the history, well-being, and civic fabric of the City of Lake City and/or Columbia County. Honoring such resident(s) helps preserve the community's history, furthering the public welfare and morals in the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct economic impacts of this proposed ordinance on private, for-profit businesses in the City are minimal to non-existent.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are likely to be impacted by this proposed ordinance.

4. Additional information the governing body deems useful (if any):

Not Applicable.

**File Attachments for Item:**

13. City Council Resolution No. 2026-024 - A resolution of the City of Lake City, Florida, appointing Kendria Jones to serve in Seat "3-F" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board through October 31, 2028, the end of the current term for said seat; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2028; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

Note: This item was tabled at the February 17, 2026, meeting

## **RESOLUTION NO 2026-024**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING KENDRIA JONES TO SERVE IN SEAT “3-F” ON THE CITY’S PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, AND HISTORIC PRESERVATION AGENCY BOARD THROUGH OCTOBER 31, 2028, THE END OF THE CURRENT TERM FOR SAID SEAT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE EXPIRATION OF SAID TERM ON OCTOBER 31, 2028; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT AND EXPIRATION OF TERM IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH APPOINTMENT AND EXPIRATION OF TERM IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article Three of the Land Development Regulations (the “LDRs”) of the City of Lake City (“City”) creates, establishes, and defines the terms of office of the City Planning and Zoning Board (the “PZB”), and the City Board of Adjustment (the “BoA”); and

WHEREAS, Article Ten of the LDRs creates, establishes, and defines the terms of office of the City Historic Preservation Agency (the “HPA”) board (collectively the PZB, BoA, and HPA are hereinafter referenced as the “Boards”); and

WHEREAS, the City Council is imbued with the authority to appoint members of the Boards; and

WHEREAS, the LDRs provide the Boards shall be comprised of seven members; and

WHEREAS, the LDRs further provide the Boards may be comprised of the same individuals; and

WHEREAS, the City Council solicited applications from individuals to serve on the Boards; and

WHEREAS, the City Council considered the applications of individuals to serve on the Boards; and

WHEREAS, the City Council desires to appoint Kendria Jones to the Boards; and

WHEREAS, appointing the foregoing individual to the Boards is in the public interest and in the interests of the City;

WHEREAS, the City Clerk is the officer of the City imbued with, among other things, the responsibility to maintain the official records of the City; and

WHEREAS, it is important that the names of individuals appointed to the Boards, the terms of office thereof, and the expiration of the appointments to said office be maintained in the records of the City by the City Clerk; and

WHEREAS, the City Council desires that the appointment of Kendria Jones to the Boards be memorialized in the records of the City by the City Clerk;

WHEREAS, upon the appointment of Kendria Jones to the Boards, the composition of the Boards will be as represented on the Exhibit attached hereto; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Appointing Kendria Jones to the Boards is in the public or community interest and for public welfare; and
2. In furtherance thereof, the following individual is appointed to the corresponding seat on the Boards for the corresponding terms and dates:

Kendria Jones	Seat "3-F"	Initial appointment commencing on February 17, 2026 for remainder of term ending on October 31, 2028.
---------------	------------	---

3. Those appointed hereby are directed to fulfill the purposes and duties of the Boards and members of the Boards as set forth in the LDRs.
4. The City Clerk is directed to reflect the appointment set forth herein for and through the period set forth herein in the official records of the City.
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

\_\_\_\_\_  
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**Board Composition**  
as of  
**February 17 2026**  
**(Planning & Zoning Board)**  
**(Board of Adjustment)**  
**(Historic Preservation Agency)**

<b>Seat Designation</b>	<b>Name of Appointee</b>	<b>Term and Expiration</b>	<b>Resolution #</b>
1-A	Brenda Douglass	Four (4) years through October 31, 2026	2024-048
1-B	Tanya Johnson	Four (4) years through October 31, 2026 *	2024-079
2-C	Christopher Lydick	Four (4) years through October 31, 2029	2025-136
2-D	Schara Wilson	Two (2) years through October 31, 2027 *	2024-049
3-E	Daniel Carlucci	Four (4) years through October 31, 2028	2025-005
3-F	Kendria Jones	Four (4) years through October 31, 2028 *	2026-024
3-G	Mary M. McKellum	Four (4) years through October 31, 2028	2025-024

\* Indicates mid-term appointment to fill remainder of unexpired term of mid-term vacancy.

**Exhibit to**  
**Resolution 2026-024**



Audrey Sikes, City Clerk, City of Lake City  
205 N. Marion Avenue, Lake City FL 32055  
Telephone: 386-719-5756  
Email: clerk@lcfla.com

**BOARD APPLICATION**

Name: Kendria' N. Jones Email: jones.kendria@yahoo.com

Home Address: 842 SE Saint Johns Street

City/State/Zip Lake City, FL 32025

Home Phone: \_\_\_\_\_ Cell: (386) 623-3414

Current Employer: CoreCivic Lake City Correctional Facility

Position/Title Classification Release Officer Business Phone: (386) 755-3379 x 2236

Are you a resident of the City of Lake City? Yes () No ()

Do you currently hold public office? Yes () No ()

Do you currently serve on a City Board? Yes () No ()

If yes, which Board: \_\_\_\_\_ Tenure on Board ? \_\_\_\_\_

If you have been convicted of a felony, have you been granted clemency or pardoned?  
Yes () No () Not applicable ()

List and describe all organization affiliations and positions you have held that would be applicable to your service as a board member. Please feel free to attach an extra sheet or resume.

The following list compiles the active Boards of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) you would like to serve:

- Board of Trustees – General City Employees Retirement Plan
- Board of Trustees – Lake City Municipal Police Officers Retirement Plan
- Board of Trustees – Municipal Firefighters Pension Trust Fund
- Planning and Zoning Board/Board of Adjustment/Historic Preservation Agency
- Charter Review Board

**NOTE: The City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions. All Boards are subject to FS 286. Persons appointed to certain boards must file a Financial Disclosure Form with the Florida Commission on Ethics within 60 days of appointment and Annual Statements of Financial Interest which are due by July 1 of each calendar year.**

I certify that the statements I have made on this application are true, complete and accurate to the best of my knowledge.

[Signature]  
Signature

07-26-2024  
Date

**File Attachments for Item:**

16. Discussion and Possible Action: Funding for Lake City Columbia County Unity Fest (Council Member Tammy Harris)

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

<b>COUNCIL AGENDA</b>	
<b>ITEM NO.</b>	

**SUBJECT:** August 1<sup>st</sup> Unity Festival  
(Name TBD)

**DEPT / OFFICE:** City Manager’s Office

**Originator:** Dee Johnson

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Don Rosenthal	<b>Date</b> 2/24/2026
--------------------------------------	---	--------------------------

**Recommended Action:**  
Approve August 1<sup>st</sup> Event  
Lake City Columbia County Unity Fest

**Summary Explanation & Background:**  
As requested by the council, the itemized list for the August 1<sup>st</sup> Event in conjunction with Columbia County.  
  
Entertainment, Equipment, food, and decorations-\$10,000

**Alternatives:**  
Not proceed with event.

**Source of Funds:**  
City Manager Operating Expense Other Charges (49)

**Financial Impact:**  
Funds available in the current budget

**Exhibits Attached:**

**File Attachments for Item:**

17. City Council Ordinance No. 2026-2358 (first reading) - An ordinance of the City of Lake City, Florida, relating to the criminal background screening of certain regulated persons, public service providers, municipal employees, vendors, contractors, contractor employees, and appointees, including volunteers; amending Chapter 70, Article I, Section 70-1 of the Code of Ordinances of the City of Lake City, Florida, providing for criminal background screening of such individuals; making findings of fact in support thereof; repealing all ordinances in conflict herewith and providing an effective date.

Adopt City Council Ordinance No. 2026-2358 on first reading

**ORDINANCE NUMBER 2026-2358**  
**CITY OF LAKE CITY, FLORIDA**

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA RELATING TO THE**  
2           **CRIMINAL BACKGROUND SCREENING OF CERTAIN REGULATED PERSONS,**  
3           **PUBLIC SERVICE PROVIDERS, MUNICIPAL EMPLOYEES, VENDORS,**  
4           **CONTRACTORS, CONTRACTOR EMPLOYEES, AND APPOINTEES,**  
5           **INCLUDING VOLUNTEERS; AMENDING CHAPTER 70, ARTICLE I, SECTION**  
6           **70-1 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA,**  
7           **PROVIDING FOR CRIMINAL BACKGROUND SCREENING OF SUCH**  
8           **INDIVIDUALS; MAKING FINDINGS OF FACT IN SUPPORT THEREOF;**  
9           **REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING**  
10          **AN EFFECTIVE DATE.**

11          **WHEREAS,** the City of Lake City, Florida (the “City”) has historically conducted general  
12          background checks of all prospective City employees; and

13          **WHEREAS,** Section 166.0442, Florida Statutes authorizes the City, by ordinance, to require state  
14          and national criminal history screening for certain regulated persons, municipal employees,  
15          vendors, contractors, contractor employees, and appointees, including volunteers; and

16          **WHEREAS,** events of terrorism, crimes against children and other vulnerable persons, and major  
17          computer crimes in recent years have caused governments to place a higher emphasis on  
18          safeguarding infrastructure, the personal security of employees, and the public at-large; and

19          **WHEREAS,** the adoption of an ordinance requiring state and national criminal history screening  
20          of such persons is in the best interests of the City and promotes the health, safety, and welfare  
21          of the community; now, therefore

22          **BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

23          **SECTION 1.     CHAPTER 70, ARTICLE I, SECTION 70-1 OF THE CODE OF ORDINANCES OF THE CITY**  
24          **OF LAKE CITY, FLORIDA IS AMENDED AS FOLLOWS:**

25                  **Section 70-1   ~~Reserved~~ Criminal History Record Checks.**

26                                  (a) Authority. Notwithstanding Chapter 435, Florida Statutes,  
27    and without preempting or preventing any other  
28    background screening, including, but not limited to,  
29    criminal history record checks which the city may lawfully  
30    undertake, this section is hereby established pursuant to

31 Section 166.0442, Florida Statutes, to require state and  
32 national criminal history screening of certain municipal  
33 employees, appointees, regulated persons, and public  
34 service providers.

35 (b) Definitions. The following terms shall have the  
36 corresponding meanings as used in this Section 70-1:

37 (1) “Municipal employee” shall mean any person applying  
38 for, or continuing employment in any position of  
39 municipal employment or appointment, regardless of  
40 whether paid, unpaid, or contractual, including, but not  
41 limited to current city employees, persons seeking  
42 employment by the city, elected officials, appointees,  
43 and/or volunteers.

44 (2) “Regulated person” shall mean any person making  
45 application to the city for initial or continuing licensing  
46 or regulation by the city as a private contractor,  
47 employee of a private contractor, vendor, repair  
48 person, or delivery person.

49 (3) “Public service provider” shall mean any private  
50 contractor, employee of a private contractor, vendor,  
51 repair person, for-hire chauffeur, or delivery person  
52 who has direct contact with individual members of the  
53 public, or access to any public facility or publicly  
54 operated facility.

55 (c) Finding of necessity. State and national criminal history  
56 screenings by the city of any municipal employee,  
57 regulated person, and/or public service provider are  
58 deemed necessary and critical to:

59 (1) maintaining general security; the security of the public,  
60 public assets, and public infrastructure; and/or the  
61 safety of the public; and

62 (2) preventing unsuitable persons from having direct  
63 contact with individual members of the public or access  
64 to any public facility or publicly operated facility critical  
65 to security or public safety.

66 (d) Persons subject to criminal history record checks. State and

67 national criminal history screening and continued  
68 screenings (background checks), shall be required of any  
69 municipal employee, regulated person; or public service  
70 provider.

71 (e) Criminal history screening, procedure. Each municipal  
72 employee, regulated person, and public service provider is  
73 required to submit to being fingerprinted pursuant to  
74 Section 166.0442(2), Florida Statutes, to state and national  
75 criminal history screening, and such fingerprints shall be  
76 submitted to the Florida Department of Law Enforcement  
77 (FDLE) for a state criminal history record check and to the  
78 Federal Bureau of Investigations (FBI) for a national  
79 criminal history record check.

80 (f) Use of Information obtained in the record check. Any  
81 information obtained from the criminal history record  
82 check conducted by the city pursuant to this Section 70-1  
83 may be used to determine a person’s eligibility for initial or  
84 continued employment, appointment, licensing, or service  
85 provider status with the city. The information may also be  
86 used to determine a person’s eligibility as a volunteer. The  
87 information obtained may not be issued to private entities,  
88 however a copy may be given to the person providing  
89 fingerprints upon request.

90 **SECTION 2. CODIFICATION**

91 It is the intention of the City Council that the provisions of this Ordinance shall become and be  
92 made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this  
93 Ordinance may be renumbered, re-lettered and the word “Ordinance” may be changed to  
94 “Section”, “Article” or such other word or phrase in order to accomplish such intention. The  
95 correction of typographical errors which do not affect the intent or substance of the ordinance  
96 may be authorized by the City Clerk or the City Clerk’s designee with the consent of the City  
97 Attorney without public hearing, by filing a corrected or re-codified copy of the same with the  
98 City.

99 **SECTION 3. REPEAL OF ORDINANCES IN CONFLICT**

100 All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict  
101 with this Ordinance, repealed.

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102 **SECTION 4. PROVIDING FOR SEVERABILITY**

103 It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or  
104 provision of this ordinance is for any reason held or declared to be unconstitutional, void, or  
105 inoperative by a court or agency of competent jurisdiction, such holding of invalidity or  
106 unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder  
107 of this Ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

108 **SECTION 5. EFFECTIVE DATE**

109 This Ordinance shall be effective immediately upon adoption by the City Council.

110 **APPROVED, UPON FIRST READING**, by the City Council of the City of Lake City at a regular  
111 meeting on the \_\_\_\_ day of March, 2026.

112 **PUBLICALLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by  
113 the City Clerk of the City of Lake City, Florida, on the \_\_\_\_ day of March, 2026.

114 **APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a  
115 quorum present of the City Council of the City of Lake City, at a regular meeting this \_\_\_\_ day of  
116 April, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

18. City Council Resolution No. 2026-023 - A resolution of the City of Lake City, Florida, approving that certain amendment to the agreement between the City and Gallagher, Inc, a Florida Corporation, for placement and insurance management services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2026-023**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND GALLAGHER, INC, A FLORIDA CORPORATION, FOR PLACEMENT AND INSURANCE MANAGEMENT SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (“City”) entered into an agreement with Gallagher, Inc., a Florida corporation (the “Vendor”) pursuant to City Council Resolution Number 2025-059 for consulting services related to property and casualty insurance (the “Agreement”); and

**WHEREAS**, the Vendor has worked diligently on behalf of the City in the bidding process for property and casualty insurance resulting in substantial savings in premiums; and

**WHEREAS**, the Vendor will continue to monitor coverages and rates, assist with loss control services and claims advocacy, and assist in process of reviewing other policies and coverages (the “Services”); and

**WHEREAS**, the Vendor and the City mutually desire to continue that certain contract to by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, by engaging the Vendor to provide the Services is in the public interest and in the interests of the City; now, therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City

to the terms of the Agreement; and

5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

# **FIRST AMENDMENT TO SERVICES AGREEMENT (Contract Extension)**

This First Amendment to the Services Agreement (“Amendment”) is made and entered into by and between the City of Lake City, Florida, a Florida municipality (“City”), and Arthur J. Gallagher Risk Management Services, LLC (“Broker”).

Whereas,

1. The City and Broker entered into a Services Agreement for Property and Casualty Insurance Broker Services, with an initial term beginning January 1, 2025 and ending December 31, 2025 (“Agreement”); and
2. Article 2 of the Agreement provides that the Agreement may be extended for up to four (4) additional one-year terms; and
3. The City desires to exercise its option to extend the Agreement for one (1) additional one-year term, and the Broker agrees to such extension.

## **NOW, THEREFORE**

In consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. Extension of Term**

The term of the Agreement is hereby extended for one (1) additional one-year period, beginning January 1, 2026 and ending December 31, 2026.

### **2. Compensation**

During the extension term, the City shall pay the Broker an annual fee of One Hundred Twenty-Five Thousand Dollars (125,000.00). The Broker shall invoice the City annually, with such invoice submitted in the month of October.

### **3. No Other Changes**

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

### **4. Counterparts**

This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, CITY and BROKER have signed this Agreement in duplicate. Each counterpart has been delivered to the CITY and the BROKER. All portions of the Contract Documents have been signed or identified by CITY and BROKER on their behalf.

CITY:

BROKER:

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

Arthur J. Gallagher Risk Management  
Services, LLC

\_\_\_\_\_  
Noah E. Walker, Mayor

\_\_\_\_\_  
By \_\_\_\_\_, its \_\_\_\_\_

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

\_\_\_\_\_  
Audrey E. Sikes, City Clerk

**File Attachments for Item:**

19. City Council Resolution No. 2026-032 - A resolution of the City of Lake City, Florida, approving and adopting that certain Five-Year Strategic Plan prepared by Serafin & Associates, Inc.; making certain findings of fact in support of the City approving and adopting said Five-Year Strategic Plan; directing the City Manager to implement said Five-Year Strategic Plan; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp  
02/11/2026

## **RESOLUTION NO 2026 - 032**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AND ADOPTING THAT CERTAIN FIVE-YEAR STRATEGIC PLAN PREPARED BY SERAFIN & ASSOCIATES, INC.; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING AND ADOPTING SAID FIVE-YEAR STRATEGIC PLAN; DIRECTING THE CITY MANAGER TO IMPLEMENT SAID FIVE-YEAR STRATEGIC PLAN; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Lake City (“City”) approved that certain proposal pursuant to City Council Resolution 2025-016 for a strategic plan development process proposal from Serafin & Associates, Inc. (the “Consultant”); and

WHEREAS, the City Council continues to recognize the inherent value of developing and adopting a five-year strategic plan to guide the City as it plans for and makes critical decisions about the future of the City (the “Strategic Plan”); and

WHEREAS, the Consultant sought input from the public and stakeholders regarding the contents of the Strategic Plan; and

WHEREAS, the City has received the completed Strategic Plan from the Consultant; and

WHEREAS, the City Council has held deliberations concerning the Strategic Plan, suggesting changes thereto; and

WHEREAS, the changes suggested by the City Council have been incorporated into the Strategic Plan; and

WHEREAS, the City Council desires to approve and adopt said Strategic Plan as the guiding planning document for the City as the City develops and analyzes, the City’s future; and

WHEREAS, approving and adopting the Strategic Plan at the direction and initiative of the City Manager in the form of the exhibit attached hereto is in the public or community interest and for the public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving and adopting the Strategic Plan at the direction and initiative of the City

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Manager in the form of the exhibit attached hereto is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Strategic Plan in the form of the exhibit attached hereto should be and is approved and adopted by the City Council of the City of Lake City; and
3. The City Manager of the City of Lake City is the officer of the City duly designated by the City's Charter and Code of Ordinances to execute such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The City Manager of the City of Lake City is authorized and directed to implement the Strategic Plan in the form of the exhibit attached hereto; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of March, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney



# 5-YEAR STRATEGIC PLAN

EXHIBIT

# EXECUTIVE SUMMARY

The Lake City Strategic Plan reflects a unified vision for the future of Lake City. The plan is the result of one of the most inclusive planning efforts in recent city history, which included extensive engagement with city leaders, local businesses, residents, and regional partners.

## Planning Process Overview

We consulted a broad range of stakeholders including city staff, elected officials, county and school leaders, business owners, and representatives from AAR Corporation, Weyerhaeuser, and HCA Lake City Hospital. Regional input came from Columbia County, JAXPORT, and state agencies. A community survey drew 546 responses from across all neighborhoods, reflecting diverse voices and strong public investment in Lake City's future.

## Implementation Framework

Led by the City Manager and department heads, implementation will begin with key actions in Year 1. Core initiatives will roll out over Years 2–3, with evaluation and institutionalization in Years 4–5. Long-term success depends on continued collaboration with Columbia County, schools, employers, and residents.

Lake City is ready to turn potential into progress. This plan charts a clear path forward—preserving our character while creating opportunity for all.

# STRATEGIC PILLARS

- ▶ **Economic Development:** Leverage our I-10/I-75 location to grow Lake City Gateway Airport, support the North Florida Mega Industrial Park, and foster small business growth through workforce development and streamlined permitting.
- ▶ **Housing & Community Development:** Mayor and Council's Home Repair tax allowance program that allows citizens to get tax credits of \$1.00 for every \$2 spent repairing or upgrading home for allowable repairs. Focus on neighborhood revitalization, downtown development, and recreation expansion, including a new Recreation Director and Lake DeSoto improvements.
- ▶ **Infrastructure & Sustainable Growth:** Expand utility capacity, streamline permitting, and coordinate with county and state partners. Growth will be balanced with natural resource protection and strategic annexation.
- ▶ **Public Safety & Community Engagement:** Strengthen community policing, youth programs, and neighborhood engagement to address safety concerns and build trust citywide.

# VISION STATEMENT FOR LAKE CITY'S FUTURE

Lake City envisions a future where small-town values meet modern opportunity—a welcoming community where everyone has access to quality housing, meaningful employment, and essential services. Our strategic growth will revitalize all neighborhoods, create vibrant recreational amenities, and expand opportunities for residents of all ages and backgrounds. By leveraging our strategic location while honoring our heritage, we will build a strong economy that offers pathways to prosperity for all who call Lake City home.

Photo: VisitFlorida.com

# INTRODUCTION & BACKGROUND

## About Lake City

Lake City is known as "The Gateway to Florida" because of its strategic location at the intersection of Interstate 75 and Interstate 10, providing convenient access to major urban centers like Jacksonville and Gainesville. This prime position has long made Lake City an important transportation hub and logistics center, offering residents the opportunity to enjoy small-town living with relatively easy access to big-city amenities.

The city and surrounding Columbia County are blessed with natural beauty, including pristine springs, rivers, and forests that attract outdoor enthusiasts from across the region. The Osceola National Forest, Ichetucknee Springs State Park, and numerous other natural areas provide exceptional recreational opportunities for residents and visitors alike.

While Lake City offers many advantages, it also faces challenges common to smaller communities. The job market remains relatively limited, particularly for specialized careers, leading some residents to commute to larger cities for employment. Healthcare options, though improving with recent investments in HCA Lake City Hospital, are more basic compared to those available in larger metropolitan areas. Public transportation is minimal, creating access challenges for residents without personal vehicles.

Despite these challenges, Lake City possesses remarkable potential for growth and development, with a strong foundation of community assets and a strategic location that positions it well for future prosperity.

## Key Assets

- ▶ **Lake City Gateway Airport:** This general aviation airport provides a valuable transportation link and opportunities for expanded aviation services, including the potential for increased cargo operations and business travel.
- ▶ **North Florida Mega Industrial Park:** Located just outside city limits, this 2,622-acre, single-owner supersite between Jacksonville and Tallahassee represents one of the region's most significant economic development opportunities. The site's strategic location, combined with excellent transportation access, positions it as a premier location for manufacturing, distribution, and logistics operations. The site is one of only three in Florida and twelve in the Southeast.
- ▶ **Florida Gateway College:** This institution offers essential educational opportunities and workforce development programs that help prepare residents for careers in growing industries. The college's partnerships with regional employers ensure that training programs align with actual workforce needs.
- ▶ **Regional Medical Facilities:** HCA Lake City Hospital and other healthcare providers form the backbone of the region's healthcare system, offering essential services while creating valuable employment opportunities
- ▶ **Diverse Transportation Infrastructure:** Beyond the highway intersections I-10 and I-75, Lake City benefits from rail access and proximity to deepwater ports in Jacksonville, creating a multi-modal transportation network that supports business development.
- ▶ **Rich Historical Heritage:** Lake City's historical significance, dating back to the 1800s, provides a foundation for cultural tourism and community identity.
- ▶ **Affordable Cost of Living:** Compared to larger metropolitan areas in Florida, Lake City offers a more affordable cost of living, making it an attractive option for families and retirees seeking quality of life at a reasonable cost.

# Stakeholder Engagement Process

The development of this strategic plan has been guided by extensive stakeholder engagement, ensuring that it reflects the priorities and perspectives of the entire community. Key engagement activities included:

- ▶ **In-depth interviews\* with city department heads and staff**, providing insights into operational challenges and opportunities as well as departmental priorities and needs.  
\* A full list of the stakeholders interviewed is included in Appendix 2.
- ▶ **Visioning sessions with City Council members** to establish high-level strategic direction and identify policy priorities.
- ▶ **Roundtable discussions with business leaders** to understand economic development needs and opportunities from the private sector perspective.
- ▶ **Meetings with education, healthcare, and transportation officials** to coordinate planning efforts and identify potential partnerships.
- ▶ **Collaborations with county leadership and regional partners** to ensure alignment with broader regional initiatives and maximize collaborative opportunities.
- ▶ **Input from major companies in the area including and Weyerhaeuser** to understand workforce needs and economic development potential.
- ▶ **Review of existing plans and documents** to build upon previous work and ensure continuity in planning efforts.
- ▶ **Public survey process** to incorporate the priorities of residents who live and work in Lake City in the plan.

## Summary of Findings from Interviews

The discovery process for Lake City's strategic plan involved extensive stakeholder engagement including city department heads, county officials, education leaders, business representatives, and regional partners.

Across the board, stakeholders share a common vision of leveraging the City's location advantage to attract targeted investment, particularly in transportation, logistics, and advanced manufacturing. The recent improvements in city leadership and intergovernmental relations have created a favorable environment for strategic planning and collaborative growth.

The discovery process consistently revealed three interconnected challenges that must be addressed to unlock Lake City's potential: infrastructure constraints, housing shortages, and workforce development. Water and wastewater capacity limitations are currently restricting growth, with complex permitting processes further complicating expansion efforts. The severe lack of workforce housing has forced many employees to commute from surrounding areas, creating a significant barrier for business attraction and retention. Additionally, while the school system offers strong vocational programs, there remains a gap in creating sustainable career pathways that retain young talent and meet employer needs.

Quality of life considerations emerged as both challenges and opportunities. Many stakeholders highlighted the need for expanded youth recreation, downtown revitalization, particularly north of the railroad tracks, and more diverse entertainment options. These elements are seen as crucial not just for current residents but as essential components for workforce attraction and retention. The city's proximity to natural assets like Ichetucknee Springs and Osceola National Forest offers untapped potential for ecotourism development that aligns with preserving Lake City's character.

Stakeholders demonstrated remarkable alignment around priority initiatives: expanding infrastructure capacity, developing workforce housing across all segments, streamlining business processes, and enhancing quality of life amenities.

Major employers including AAR Corporation, the hospital, and potential tenants of the Weyerhaeuser mega-industrial site are poised for significant growth if these foundational issues can be addressed. The city's improving financial position and openness to innovative approaches like the new Housing Commission provide promising pathways forward, though success will require sustained focus on implementation and meaningful performance metrics.

## Lake City Community Survey Results Summary

The City of Lake City conducted a comprehensive community survey in Spring 2025 to gather input from residents regarding their priorities, concerns, and vision for the future. With over 540 responses from diverse neighborhoods across the city and surrounding areas, this survey provided valuable insights that have directly shaped the strategic priorities outlined in this plan.

### **Respondent Demographics**

Survey participants represented a broad cross-section of Lake City's population, with residency ranging from less than one year to more than 20 years. All age groups were represented, with the largest participation coming from residents aged 35-44 and 45-54, followed by residents aged 25-34. This diverse representation ensures that the strategic plan addresses the needs of both long-time residents and newcomers, as well as residents at different life stages.

## Key Community Priorities

### Infrastructure Improvements

Residents clearly identified infrastructure as a top priority for Lake City's future.

The three most commonly requested infrastructure improvements were:

- ▶ Road repairs and maintenance (61% of respondents)
- ▶ Parks and recreational facilities (56%)
- ▶ Downtown revitalization (40%)

Additional infrastructure priorities included stormwater drainage (33%), street lighting (30%), and housing rehabilitation (30%).

### Economic Development

Survey respondents strongly supported strategic economic development, with an emphasis on:

- ▶ Community entertainment and recreation (52%)
- ▶ Retail and shopping (56%)
- ▶ Dining and food service (27%)
- ▶ Arts and culture (26%)
- ▶ Eco-tourism/Agri-tourism (25%)

Notably, when asked to rate the importance of various factors to Lake City's future, 75% of respondents rated "small business incentives" as important or very important, and 66% rated "industrial/manufacturing growth" similarly. These findings underscore residents' desire for a balanced economic development approach that preserves Lake City's character while creating new opportunities.

## Quality of Life Initiatives

The survey revealed strong support for quality of life improvements that would make Lake City more livable and attractive:

- ▶ Creating or improving parks and playgrounds (73%)
- ▶ Building or enhancing walking and biking trails (63%)
- ▶ Developing more community centers and picnic areas (54%)
- ▶ Improving public swimming pools (47%)
- ▶ Enhancing sports facilities (45%)

These preferences reflect residents' desire for more family-friendly recreational opportunities and accessible outdoor spaces.

## Public Safety Concerns

When asked about public safety issues, residents identified several key concerns:

- ▶ Drug activity (68%)
- ▶ Violent crime (55%)
- ▶ Traffic safety and speeding (51%)
- ▶ Property Crime (44%)

These findings highlight the importance of comprehensive public safety strategies in the strategic plan.

## Strengths and Challenges

The survey asked residents to identify Lake City's greatest strengths and most significant challenges.

### Perceived Strengths:

- ▶ Location and accessibility (proximity to major highways and regional centers)
- ▶ Small-town feel and sense of community
- ▶ Natural resources and outdoor recreation potential
- ▶ Ability to come together during times of need

### Perceived Challenges:

- ▶ Limited activities and amenities for youth and families
- ▶ Insufficient housing options across income levels
- ▶ Public safety concerns and drug-related issues
- ▶ Economic development needs and lack of high-paying jobs
- ▶ Infrastructure maintenance and improvements

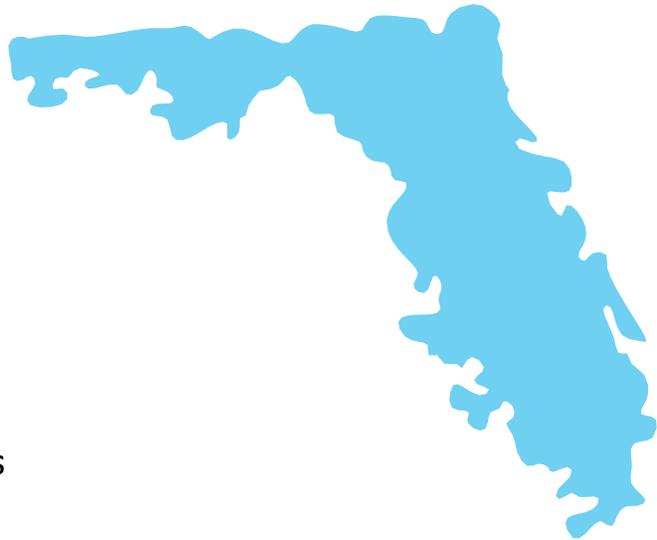
## Communication Preferences

When asked how they currently receive information about Lake City events and news, most respondents cited the city's **Facebook page** (52%) and **word of mouth** (25%). When asked about their preferred communication methods, many indicated interest in **email updates, text notifications, and continued social media engagement**. This information will guide the city's communication strategy moving forward.

## Integration into Strategic Planning

The findings from this community survey have directly informed the strategic priorities outlined in this plan. Based on resident feedback, the strategic plan places particular emphasis on:

- ▶ Infrastructure investment
- ▶ Economic development
- ▶ Quality of life enhancements
- ▶ Public safety initiatives
- ▶ Housing opportunities
- ▶ Communication improvements



Lake City is committed to responsive, resident-centered governance. The survey results have provided a roadmap for addressing the most pressing concerns of residents while building on the city's existing strengths.

## Executive Summary Conclusion

This multi-faceted engagement process has resulted in a strategic plan that truly reflects the community's priorities and vision. By bringing together diverse perspectives and expertise, Lake City has developed a roadmap that addresses immediate needs while positioning the community for long-term success.

The strategic goals and initiatives outlined in the following sections directly respond to the priorities identified through this engagement process. They reflect Lake City's commitment to creating a vibrant, safe, and economically sustainable community that preserves its small-town character while embracing strategic growth and development.

# SITUATION ANALYSIS

## Strengths Assessment

### **Strategic Location**

Lake City's position at the intersection of I-10 and I-75 provides exceptional connectivity to major markets throughout the Southeast. This location, approximately one hour from Jacksonville, Gainesville, and Tallahassee, offers prime access for logistics, distribution, and manufacturing operations while maintaining a more affordable cost structure than larger urban centers.

### **Industrial Park**

The North Florida Mega Industrial Park represents a premier economic development asset with tremendous potential to transform Lake City's economy. This 2,600-acre certified industrial site is one of only three mega-sites in Florida and among just twelve in the entire Southeast. The site features completed environmental studies, wetland delineations, and pre-permitted status, significantly reducing development timelines for prospective businesses. Strategic rail access from Norfolk Southern, combined with proximity to both I-10 and I-75, positions the park ideally for manufacturing, logistics, and distribution operations. The Industrial Park stands ready to attract investments that could generate substantial employment opportunities with higher-than-average wages for the region.

### **Transportation Assets**

The Lake City Gateway Airport provides facilities for corporate aviation, maintenance services, and potential expansion. The presence of AAR Corporation, a major aircraft maintenance provider, demonstrates the viability of aviation-related industries. Additionally, two major rail lines serve the area, offering multimodal transportation options that few communities our size can match.

## **Natural Resources**

Lake City is surrounded by exceptional natural amenities, including the Ichetucknee Springs State Park, Osceola National Forest, and the Suwannee River. These resources offer outstanding recreation opportunities and potential for ecotourism development while contributing to quality of life for residents.

## **Educational Partnerships**

The Columbia County School District offers strong K-12 education with career and technical programs that help prepare students for local employment opportunities. Florida Gateway College provides higher education and workforce training programs that can be aligned with industry needs.

## **Affordable Community**

Lake City offers an affordable cost of living with housing prices below state and national averages, making it attractive for families and retirees. This affordability represents a competitive advantage for workforce recruitment if paired with quality housing options and amenities.

## **Small-Town Character**

Residents value Lake City's small-town atmosphere, where personal relationships matter and community connections remain strong. This character, combined with strategic growth, creates a distinctive environment that appeals to those seeking alternatives to larger urban centers.

# Challenges Assessment

## **Housing Limitations**

A critical shortage of quality housing across all price points, but particularly workforce housing, represents a significant barrier to growth. This shortage affects business recruitment, workforce retention, and community vitality. The lack of diverse housing options forces many employees to commute from surrounding areas rather than living in Lake City.

### **Infrastructure Capacity Constraints**

Water and wastewater capacity limitations, particularly related to state permitting for water withdrawal and wastewater discharge, restrict development potential. Additionally, aging infrastructure in some areas requires upgrading to support growth and maintain service reliability. The city's conservative tax rate—the lowest in the region—has constrained available capital for major infrastructure investments. While this approach has kept costs low for residents, it has also limited the city's ability to proactively upgrade systems and expand capacity to meet growing demand and support economic development initiatives.

### **Youth Engagement Gaps**

Limited recreation, entertainment, and career exploration opportunities for youth were consistently identified as concerns. These gaps affect quality of life for families and contribute to challenges in retaining young residents and attracting new families to the community. While Lake City maintains the lowest tax rate in the area at 4.9%, this conservative fiscal approach has limited the city's ability to invest in youth programming, recreational facilities, and community amenities that would enhance quality of life for families.

### **Regulatory and Permitting Processes**

Complex and sometimes lengthy regulatory processes, particularly related to water resource management and development approvals, can delay projects and create uncertainty for investors. Streamlining these processes while maintaining appropriate standards is essential for encouraging investment.

### **Public Perception Management**

Addressing both internal and external perceptions is important for Lake City's future. Internally, overcoming resistance to change while demonstrating the benefits of strategic growth requires ongoing communication. Externally, ensuring Lake City's reputation reflects current realities rather than outdated perceptions is crucial for economic development.

### **Downtown Revitalization Needs**

Despite its historic character and potential, downtown Lake City requires further investment to become a vibrant center of community life. Vacant properties, limited evening activity, and the need for mixed-use development present both challenges and opportunities.

## **Leadership Continuity and Public Trust**

Years of frequent turnover in city management and leadership positions have created skepticism among residents about the government's commitment to long-term initiatives and community needs. As current leadership demonstrates competence and forward-thinking vision, rebuilding trust will require consistent performance, transparent communication, and tangible results that demonstrate the city's genuine commitment to serving all residents and neighborhoods equitably.

## **Emerging Opportunities**

### **Mega-Industrial Site Development**

The Weyerhaeuser mega-industrial site, one of only three such sites in Florida, offers exceptional potential for large-scale manufacturing or distribution operations. Coordination between city and county on infrastructure and services can maximize this asset's economic impact. Partnership opportunity to collaborate with Weyerhaeuser and Jaxport on manufacturer recruitment.

### **Aviation Sector Expansion**

Building on AAR's established presence, opportunities exist to expand aviation-related businesses, training programs, and services at the Lake City Gateway Airport. Runway improvements could potentially accommodate larger aircraft and expand service capabilities.

### **Healthcare Growth**

HCA Lake City Hospital's expansion plans and focus on specialized services create opportunities for healthcare sector growth, including related services and suppliers. This growth supports both economic development and quality of life improvements.

### **Tourism Development**

Lake City's natural assets, combined with its strategic location, provide foundations for expanded tourism development focusing on ecotourism, outdoor recreation, and cultural heritage. These opportunities can diversify the economy while preserving natural resources.

## **Recreation Investment**

Developing comprehensive recreation facilities and programming represents a high-impact investment that addresses multiple community challenges simultaneously. Recreation development can serve as a catalyst for neighborhood revitalization, provide positive outlets for youth development, and demonstrate the city's commitment to quality-of-life improvements that benefit all residents across demographic and geographic lines.

# STRATEGIC PILLARS & INITIATIVES

This section includes details on the strategic pillars, as well as objectives and key initiatives to support Lake City's progress in that area. In addition, opportunity areas that emerged from our discovery process are highlighted.

## STRATEGIC PILLARS

Pillar 1: Economic Development

Pillar 2: Housing & Community Development

Pillar 3: Infrastructure & Sustainable Growth

Pillar 4: Public Safety & Community Engagement

*Photo from VisitFlorida.com*

# Pillar 1: Economic Development

*Objective 1.1: Position Lake City as premier transportation & logistics hub*

## **Initiative: Maximize Lake City Gateway Airport development potential**

- ▶ Implement key elements of the Airport Master Plan to expand capacity and services
- ▶ Pursue grant funding opportunities to assist with the \$9 million investment needed for hangar renovations, including new roofs and fire suppression systems
- ▶ Support AAR expansion plans through 2028, including two new production lines creating approximately 200 jobs
- ▶ Develop targeted marketing to attract aviation-related businesses
  - Example: Partner with AAR to market their successful Space Florida apprenticeship program that brings in 10-15 new aviation workers every 10 weeks

## **Initiative: Support mega-industrial site development**

- ▶ Collaborate with the county, JAXPORT and Weyerhaeuser business development teams to implement targeted marketing to industries that align with site capabilities and could benefit from port access
- ▶ Coordinate with Columbia County and Weyerhaeuser on infrastructure needs to recruit manufacturers to the mega-industrial site
  - Example: Increase utility capacity to meet the requirements needed for major industrial prospects

## **Initiative: Develop business-friendly processes & incentives**

- ▶ Assign dedicated staff to act as a "concierge" service for businesses navigating development processes and streamline permitting and regulatory procedures
  - *Example:* Implement a "One Stop Permitting" system similar to FDOT's model to coordinate approvals for major developments
- ▶ Develop clear guides and resources for new and expanding businesses
- ▶ Establish regular communication channels with business community
- ▶ Develop city-level incentives that complement Columbia County's programs, which primarily target large businesses

## **Objective 1.2: Enhance Workforce Development**

### **Initiative: Expand educational partnerships**

- ▶ Strengthen collaboration with Florida Gateway College on workforce programs
- ▶ Support Columbia County School District's career and technical education initiatives to create clear pathways from education to employment in Lake City
- ▶ Strengthen collaboration with Florida Gateway College on workforce programs
- ▶ Support Columbia County School District's career and technical education initiatives to create clear pathways from education to employment in Lake City
  - *Example:* Increase utility capacity to meet the requirements needed for major industrial prospects
- ▶ Develop industry-specific training programs aligned with target sectors
  - *Example:* Create a formal mentorship program with AAR and other large employers who have expressed interest in greater community engagement

### **Initiative: Implement workforce recruitment & retention strategies**

- ▶ Partner with employers on talent attraction initiatives through downtown revitalization, recreation projects and other quality of life amenities
- ▶ Establish or expand youth entrepreneurship and career exploration programs

### **Initiative: Support small business development**

- ▶ Establish small business incubator/accelerator programs
- ▶ Provide resources and support for entrepreneurs
- ▶ Create networking opportunities for business owners
  - Example: Partner with the Chamber of Commerce to foster relationships that bolster City initiatives.

### *Objective 1.3: Diversify the Economy Base*

### **Initiative: Target complementary industry sectors**

- ▶ Develop sector-specific value propositions highlighting Lake City's advantages
- ▶ Create targeted incentive programs for priority sectors
- ▶ Participate in regional economic development initiatives

### **Initiative: Enhance retail and commercial development**

- ▶ Conduct retail gap analysis to identify underserved market segments
- ▶ Develop strategy for commercial corridor enhancement
- ▶ Support downtown business development
- ▶ Create design standards that enhance community character

# Priority 2: Housing & Community Development

*Objective 2.1: Increase housing availability across income levels*

## **Initiative: Implement Housing Programs**

### ▶ Develop Abandoned Homes Acquisition and Rehabilitation Program:

- Purchase, rehabilitate, and bring abandoned properties up to code using local contractors.
- Initially target 10-20 homes, particularly in Districts 10 and 12.
- Create rent-to-own pathway for qualified tenants.
- Provide homeownership training and transition support

### ▶ Establish Mortgage Down Payment Assistance Program:

- Target first-time homebuyers for primary residences within city limits
- Support 30-year fixed-rate mortgage qualification
- Set income thresholds based on AMI guidelines

## **Initiative: Encourage the development of multi-family housing to address critical shortages**

### ▶ Downtown Mixed-Use Development:

## **Initiative: Support private housing development**

- ▶ Create comprehensive incentive programs for housing developers with clear, publicly communicated criteria
- ▶ Streamline approval processes for projects meeting community housing goals
- ▶ Develop infrastructure to support housing in priority areas, particularly northern districts

## Objective 2.2: Revitalize Neighborhoods

### Initiative: Focus on northern neighborhood improvement

- ▶ Strategic investment in Districts 10 and 12
  - Leverage Community Redevelopment Agency (CRA) district funding
  - Partner with Columbia County on CDBG grants and senior home programs
  - Coordinate with Housing Commission abandoned property acquisition program
  - Address abandoned and deteriorating properties through systematic identification and intervention
- ▶ Improve infrastructure and streetscapes
- ▶ Road paving and utility upgrades
- ▶ Lighting improvements for safety and business support downtown
- ▶ Coordinate with utility expansion plans
- ▶ Support neighborhood-based organizations and initiatives

### Initiative: Develop neighborhood identity and pride through inclusive engagement

- ▶ Create distinct neighborhood identities that celebrate unique assets and history
- ▶ Support neighborhood leadership development – engage a cross-section of the Lake City community
- ▶ Community leadership development:
  - Engage cross-section of Lake City community in neighborhood planning
  - Conduct regular community meetings to hear directly from residents about priorities (safer streets, better housing, jobs, cultural spaces)
  - Support resident-led improvement initiatives
- ▶ Implement neighborhood beautification programs
  - Partner with local businesses on improvement projects
  - Implement public art installations and cultural programs
  - Support tree-planting, urban gardening, and environmental initiatives

## *Objective 2.3: Enhance quality of life amenities*

### **Initiative: Expand recreation opportunities**

- ▶ Create a Recreation Director position to coordinate citywide programs for youth, adults, and seniors
- ▶ Partner with the school district to explore city operation of the swimming pool to expand community access
- ▶ Expand successful community events like the 3,000-4,000 person BBQ competition
- ▶ Develop Lake DeSoto as a community focal point for outdoor recreation

### **Initiative: Support arts and cultural development**

- ▶ Enhance community events and festivals
- ▶ Develop public art program
- ▶ Support performing arts opportunities
- ▶ Celebrate Lake City's cultural heritage

### **Initiative: Create vibrant gathering spaces**

- ▶ Develop Lake DeSoto as a community focal point
- ▶ Enhance downtown as a community gathering place
- ▶ Create neighborhood centers in underserved areas
- ▶ Design public spaces that encourage interaction and community building

# Pillar 3: Infrastructure & Sustainable Growth

## *Objective 3.1: Expand utility capacity to support growth*

### **Initiative: Address water/wastewater capacity constraints**

- ▶ Work with government relations expert to streamline Suwannee River Water
- ▶ Develop water conservation programs to maximize existing capacity

### **Initiative: Expand utility capacity to support growth**

- ▶ Explore alternative water sources and technologies
- ▶ Upgrade existing wastewater treatment facilities
- ▶ Coordinate with county on regional wastewater solutions
- ▶ Implement phased approach aligned with development needs

## *Objective 3.1: Implement strategic annexation plan*

### **Initiative: Annex priority development areas**

- ▶ Develop criteria for strategic annexation decisions
- ▶ Focus on areas with existing or planned utility service
- ▶ Create annexation information program for property owners
- ▶ Coordinate with county on annexation approach

### **Initiative: Enhance city-county relationship and service coordination**

- ▶ Develop interlocal agreements for service areas
- ▶ Create consistent development standards across jurisdictions
- ▶ Establish regular coordination mechanisms between city and county
- ▶ Coordinate joint tourism marketing and development initiatives to leverage regional attractions

# Pillar 4: Public Safety & Community Engagement

## *Objective 4.1: Enhance public safety services*

### **Initiative: Expand Police Department Staffing and Infrastructure**

- ▶ Implement a comprehensive plan to expand and upgrade the police department building to address overcrowding and improve operational efficiency
- ▶ Increase police staffing by 5 officers annually over the next 5 years to support traffic units, evidence processing, and expanded patrol zones for newly annexed areas
- ▶ Expand use of Flock, the gunshot detection system, beyond the north side to full citywide implementation

### **Initiative: Expand community policing initiatives**

- ▶ Increase Breakfast with the Chief events from quarterly to monthly, with rotating locations to cover all city districts
- ▶ Expand Coffee with a Cop sessions from 6 to 8 annually
- ▶ Expand Citizens Police Academy capacity from one to two sessions per year, increasing graduates from 30 to 60 annually
- ▶ Grow the Police Explorer Program from 11 to 25 active participants, with particular focus on recruiting from underrepresented city neighborhoods
- ▶ Expand the Summer Youth Employment Program from 20 to 30 positions to provide 20+ local youth with job skills and professional development opportunities annually
- ▶ Increase Farm Share and food distribution events from 4 to 6 annually, expanding reach from 1,177 to 1,500 households per year
- ▶ Establish dedicated traffic enforcement units for each patrol squad to focus on high-crash corridors
- ▶ Launch a comprehensive "Lock It or Lose It" public education campaign to reduce vehicle-related crimes

### **Initiative: Enhance Fire Department Capabilities**

- ▶ Add at least three new personnel—one per shift—to achieve minimum staffing of six firefighters per emergency response.
- ▶ Complete ongoing ISO evaluation process and work to improve rating from 4 to at least 3, potentially reaching 2
- ▶ Evaluate and potentially increase fire assessment rate from current \$311 per resident to ensure adequate funding for enhanced services
- ▶ Evaluate and upgrade emergency response equipment and apparatus to ensure optimal response times
- ▶ Implement advanced training programs for specialized emergency responses (hazmat, technical rescue, water rescue)
- ▶ Develop comprehensive emergency response protocols for high-risk locations identified through pre-fire planning

### **Initiative: Expand Community Education and Outreach**

- ▶ Increase fire safety education presentations in schools from current levels to monthly programs in each district school
- ▶ Launch "Fire Safety Week" annual community-wide education campaign
- ▶ Develop CPR/First Aid training programs for community members, with quarterly public classes
- ▶ Create fire department youth programs including junior firefighter camps and school visit programs
- ▶ Establish fire safety education programs for senior living facilities and assisted living communities
- ▶ Expand fire department participation in community events from current levels to presence at all major city festivals and gatherings

## *Objective 4.2: Strengthen citizen engagement*

### **Initiative: Enhance communication channels and improve public safety communication**

- ▶ Develop comprehensive communication strategy both for emergencies and less emergent public safety announcements
- ▶ Enhance emergency communications through full integration with the Columbia County Combined Communications Center
- ▶ Expand the department's social media presence and monthly video recaps to improve community awareness

### **Initiative: Create opportunities for public input**

- ▶ Establish quarterly meetings with community leaders, including faith leaders and neighborhood associations, with focus on historically underserved areas (See: Objective 2.2)

# IMPLEMENTATION FRAMEWORK

The Strategic Plan Implementation Team will be led by the City Manager and including department heads, with periodic reporting to the City Council. The team will:

- Meet monthly/quarterly to review progress on initiatives
- Coordinate cross-departmental efforts
- Identify resource needs and constraints
- Recommend adjustments based on implementation experience
- Prepare progress reports for City Council and the public

## TIMELINE AND PHASING

### Phase 1 (Year 1 - underway)

- ▶ Establish implementation structures and baseline metrics
- ▶ Begin high-priority initiatives with existing resources
- ▶ Develop detailed action plans for all key initiatives across all departments
- ▶ Build partnerships essential for implementation

*Phases 2 and 3 will take more concrete form as each department's key initiatives are added to the timeline.*

### Phase 2 (Years 2-3)

- ▶ Implement core initiatives across all strategic priorities
- ▶ Secure additional resources for expanded implementation
- ▶ Evaluate initial results and adjust approaches as needed
- ▶ Scale successful pilots to full implementation

### Phase 3 (Years 4-5)

- ▶ Complete major initiatives
- ▶ Evaluate overall Strategic Plan outcomes
- ▶ Begin planning for next Strategic Plan cycle

# PARTNERSHIP OPPORTUNITIES

Successful implementation requires relationship building and partnerships with the below.

## **Government Partners:**

- ▶ Columbia County
- ▶ Suwannee River Water Management District
- ▶ Florida Department of Transportation

## **Educational Institutions**

- ▶ Florida Gateway College
- ▶ Columbia County School District
- ▶ University of Florida (extension programs)

## **Business Organizations**

- ▶ Chamber of Commerce
- ▶ Major employers (AAR, Weyerhaeuser HCA Hospital, etc.)
- ▶ Small business organizations
- ▶ Regional economic development organizations

## **Community Organizations**

- ▶ Neighborhood associations
- ▶ Faith-based organizations
- ▶ Service clubs and nonprofit organizations
- ▶ Youth and senior organizations

# Financial Strategy

## Current Financial Position

Lake City enters this Strategic Plan period with a stable financial foundation, including:

- Utility enterprise funds that support infrastructure maintenance and improvement
- Bonding capacity for strategic investments
- Grant-writing capacity through in-house staff

## Revenue Enhancement Strategies

*The Lake City tax rate is the lowest in the area at 4.9%. A moderate increase in the tax rate to 5.5-8% would make room for an increase in quality of life services outlined in the initiatives of this report.*

<p><b>Grants and Federal Funding</b></p> <p>Federal infrastructure and housing grants</p> <p>State economic development programs</p> <p>Foundation funding for community initiatives</p> <p>Regional partnership opportunities</p>	<p><b>Enterprise Fund Optimization</b></p> <p>Strategic utility rate adjustments</p> <p>Expansion of customer base through annexation and growth</p> <p>Operational efficiencies to maximize revenue</p> <p>Infrastructure investments that reduce long-term costs</p>
<p><b>Public Private Partnerships</b></p> <p>Housing development partnerships</p> <p>Infrastructure cost-sharing with developers</p> <p>Business improvement districts for targeted areas</p> <p>Joint ventures for commercial development</p>	<p><b>Expansion of the Tax Base</b></p> <p>Strategic annexation to expand tax base</p> <p>Economic development to increase property values</p> <p>Redevelopment of underutilized properties</p> <p>Diversification of revenue sources</p> <p>1-3% tax increase</p>

## Capital Improvement Planning

The below capital projects emerged as opportunities or needs during the discovery process for this strategic plan.

- ▶ City Hall
- ▶ Public safety building
- ▶ Water and wastewater capacity improvements
- ▶ Parks and recreation facilities
- ▶ Technology infrastructure

## Budget Alignment

Annual budgeting processes will be aligned with Strategic Plan priorities through:

- Department budget requests linked to Strategic Plan initiatives
- Performance-based budgeting for key initiatives
- Mid-year budget reviews to address emerging needs
- Long-term financial planning for multi-year initiatives

# CONCLUSION AND NEXT STEPS

The Lake City Strategic Plan establishes a clear vision for our community's future and a practical roadmap to achieve it. By focusing on our four strategic priorities—**Economic Development**, **Housing & Community Development**, **Infrastructure & Sustainable Growth**, and **Public Safety & Community Engagement**—we will transform challenges into opportunities and build a community that works for all residents.

Successful implementation requires commitment, collaboration, and adaptability. The plan provides structure while allowing flexibility to address changing conditions and emerging opportunities. Regular progress reviews and transparent communication will ensure accountability and build community trust in the process.

# IMMEDIATE NEXT STEPS (FIRST 90 DAYS)

## Establish Implementation Structure

- ▶ Form Strategic Plan Implementation Team
- ▶ Develop detailed work plans for Year 1 initiatives
- ▶ Create performance measurement dashboard

## Launch Priority Initiatives

- ▶ Begin development process for downtown mixed-use project/privately owned
- ▶ Initiate utility capacity enhancement planning
- ▶ Implement business development "concierge" service

## Communicate the Plan

- ▶ Develop Strategic Plan summary materials
- ▶ Host community information sessions
- ▶ Create online platform for tracking implementation progress
- ▶ Engage partners in implementation planning

## Secure Funding

- ▶ Identify grant opportunities aligned with plan priorities
- ▶ Explore financing options for major capital projects
- ▶ Begin partnership discussions with key stakeholders

# APPENDICES

## A1. Discovery Process Notes

The discovery process took into account a cross-section of stakeholders who deeply understand the priorities and needs for Lake City, including public officials and employees as well as private citizens. In addition, we reviewed any relevant materials and/or preexisting plans and initiatives from each stakeholder.

### Stakeholder meetings held:

- City Manager and City Executive Team
- City Council
- Columbia County School District
- Florida DOT
- HCA Lake City Hospital
- JAXPORT
- AAR Corporation
- Weyerhaeuser
- Business round table with local business representatives

### Stakeholder insights

#### City Department Heads

- Identified infrastructure, housing, and jobs as the three foundational priorities
- Expressed need for more proactive versus reactive governance
- Highlighted interdepartmental communication improvements
- Concerned about bureaucratic barriers to growth
- Emphasized need to improve city's reputation/perception

#### County Officials

- Expressed willingness to collaborate on utilities and development
- Highlighted the mega-industrial site as critical opportunity
- Stressed importance of workforce development aligned with growth
- Noted improving intergovernmental relations

## Stakeholder insights, cont.

### Education Leaders

- Proud of strong career/technical education programs and certifications
- Seeking more youth engagement opportunities
- Interested in expanded internship programs with local businesses
- Concerned about student retention and career pathways
- Expressed desire for more city support with facilities like the pool

### Large Employers

- AAR Corporation sees potential for significant expansion with right conditions
- Hospital planning substantial growth with new facilities
- Weyerhaeuser positioned to attract major industrial development

### County Officials

- Identified housing as critical barrier to growth
- Emphasized need for streamlined permitting and development processes
- Expressed interest in downtown revitalization
- Highlighted youth engagement and development as community priority
- Want more support for small business growth

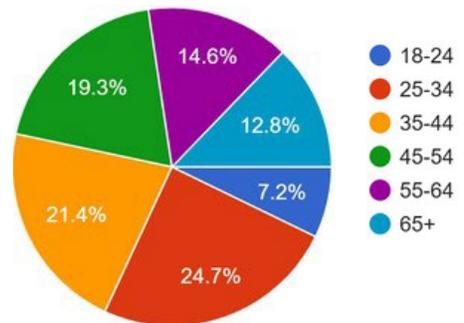
# APPENDIX 2: SURVEY RESULTS

The City of Lake City conducted a comprehensive community survey in Spring 2025 to gather input from residents regarding their priorities, concerns, and vision for the future. **With over 550 responses** from diverse neighborhoods across the city and surrounding areas, this survey provided valuable insights that have directly shaped the strategic priorities outlined in this plan.

## Responder Demographics

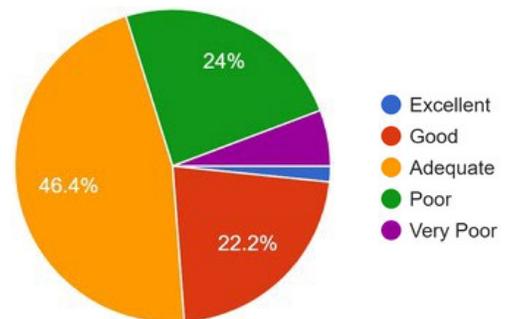
Survey participants represented a broad cross-section of Lake City's population, with residency ranging from less than one year to more than 20 years. All age groups were represented, with the largest participation coming from residents aged 35-44 and 45-54, followed by residents aged 25-34.

What is your age? (555 responses)



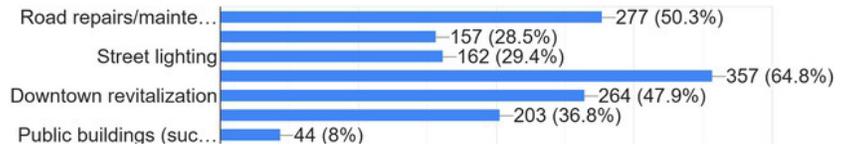
Respondents largely rated the roads and streets Adequate or Good. A sizeable portion, >25%, found the roads Poor or Very Poor.

How would you rate the current condition of Lake City's roads and streets? (554 responses)



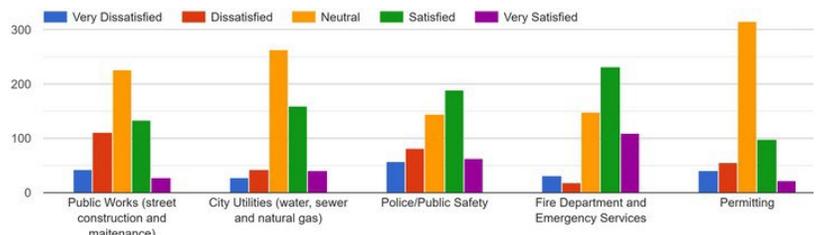
Notable proportions of respondents view road repairs/maintenance, street lighting, downtown revitalization and public buildings.

### Which public facility improvements should be prioritized to better support the community? (551 responses)



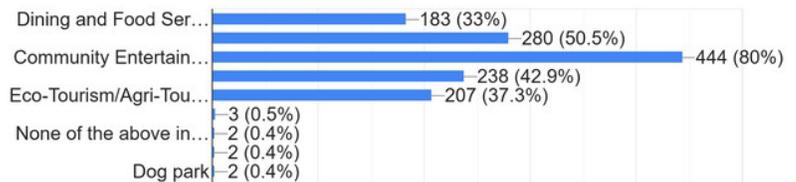
The majority of respondents feel neutral about the Public Works, City Utilities, Police/Public Safety, Fire Department and Emergency Services, and Permitting. **The Fire Department** shares the largest share of **Satisfied** or **Very Satisfied** customers.

### How satisfied are you with city services?



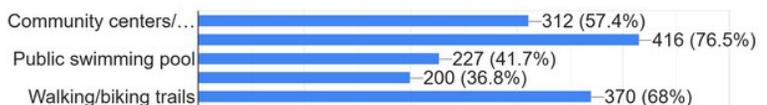
A significant proportion of respondents would like to see additional **dining and food services, community entertainment** and **eco-tourism/agri-tourism** in Lake City in the future.

### What types of new businesses or developments would you like to see?



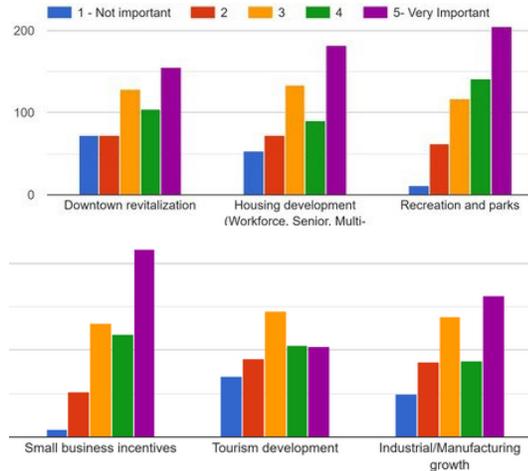
A significant portion of respondents would like to see improved **Community centers, Parks, Public Swimming pool, sports facilities, and Walking/biking trails** in Lake City's future.

### Which community amenities would you like to see created or improved? Select all that apply.



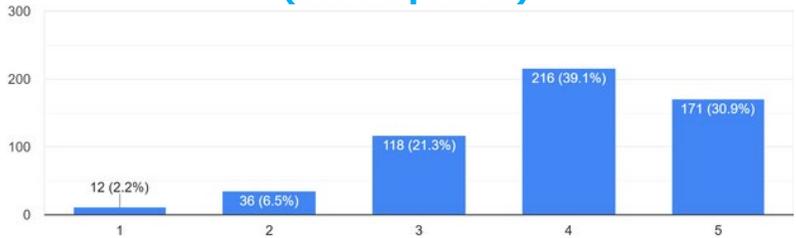
The majority of respondents ranked **Small business incentives, Housing Development, Recreation and Parks** as **important or very important** for Lake City's future. Tourism development, and industrial/manufacturing growth were viewed as less important by comparison.

### How important are the following to Lake City's future?



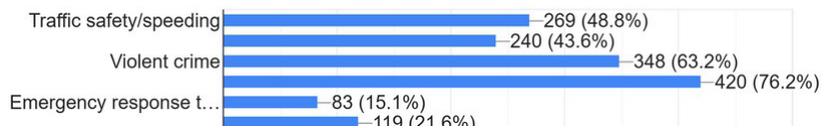
The majority of respondents (70%) feel **Safe** or **Very Safe** in their neighborhoods. 8.7% of respondents feel **Unsafe** or **Very Unsafe**.

### How safe do you feel in your neighborhood? (553 responses)



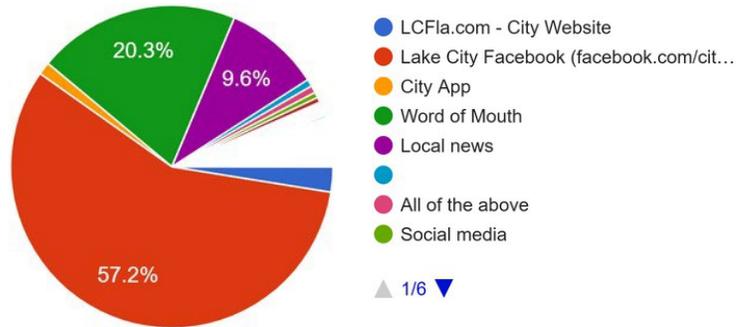
The top safety concerns in Lake City according to survey respondents are: **Traffic safety/speeding** (49%), **Property Crime** (44%), **Violent crime** (63%), **Drug activity** (76%), **Emergency response times** (15%), and **Street lighting** (21%).

### What public safety issues concern you most? (553 responses)



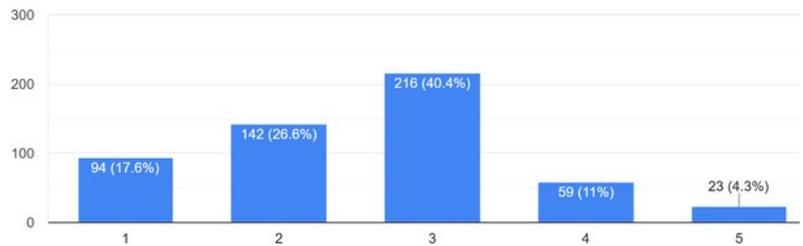
The majority of respondents get their news about Lake City from the City's **Facebook page** (57%) or **Word of Mouth** (20%). 7% get information from the **local news**.

### How do you currently get information about Lake City events and news? (552 responses)



On a scale of Not Responsive (1) to Highly Responsive (5), 44% of respondents indicated the city is **not responsive**. 40% felt neutral about this city's responsiveness and a small portion, 15%, noted that the city is highly responsive.

### How would you rate the responsiveness of city government to resident concerns? (534 responses)



# APPENDIX 3: BEST PRACTICES RESEARCH

Below is background research that was compiled in formulating this plan. It includes rationale for these policy ideas as well as examples of cities who have had success with these tactics.

## CULTIVATING NEIGHBORHOOD IDENTITIES FOR COMMUNITY BUILDING

- ▶ **Empower Local Leadership:** Establish neighborhood councils or associations with real decision-making power over local issues like small infrastructure projects, community events, and beautification efforts. Give them modest budgets to implement their priorities.
- ▶ **Create Distinct Visual Identity:** Support neighborhoods in developing unique branding through murals, gateway signage, street banners, and consistent architectural elements that reflect local history or character.
- ▶ **Foster Regular Gathering Spaces:** Ensure each neighborhood has accessible community spaces - whether community centers, pocket parks, or regular street festivals - where residents naturally interact.
- ▶ **Connect Through Shared Systems:** While celebrating uniqueness, create city-wide programs that link neighborhoods, such as coordinated festivals, inter-neighborhood sports leagues, or shared sustainability initiatives.

### Successful Small City Examples

- ▶ Decatur, Georgia (population ~25,000) created a neighborhood association network that gives each area real influence over local development decisions. Their annual "Decatur Book Festival" brings all neighborhoods together while individual areas host their own themed events throughout the year.
- ▶ Northampton, Massachusetts (population ~29,000) established neighborhood councils with small grants programs. Each council can fund local improvements up to \$5,000 annually. The Florence neighborhood created a distinctive arts district identity, while others focused on historic preservation or sustainability themes.

- ▶ Burlington, Vermont (population ~45,000) developed a ward system where each neighborhood has both unique character-building initiatives and representation in city-wide planning. Their Old North End neighborhood transformed from struggling to thriving through resident-led placemaking.
- ▶ Traverse City, Michigan (population ~16,000) created neighborhood "stewardship groups" that adopt local spaces and organize signature events. Each group develops its own identity while participating in city-wide coordination meetings and shared resource pools.

The key is balancing local autonomy with city-wide connection - letting neighborhoods develop their own personalities while ensuring they don't become isolated silos. Start with pilot programs in 2-3 neighborhoods before expanding city-wide.

## **PUBLIC ART PROGRAM FOR DOWNTOWN REVITALIZATION**

A public art program could address several Lake City priorities:

### **Crime and Public Safety**

- Target north side neighborhoods mentioned in city discussions
- Focus on youth engagement to address concerns about idle youth
- Partner with police department's community engagement initiatives

### **Downtown Revitalization**

- Support the downtown redevelopment priorities identified in city plans
- Create destinations that support local businesses
- Complement the mixed-use development goals

### **Education and Youth Development**

- Collaborate with Columbia County School District's career programs
- Integrate with existing internship and summer youth employment programs
- Support the 50% of students who don't pursue college with creative career pathways

### **Tourism and Economic Development**

- Leverage natural and historical assets through artistic interpretation
- Create Instagram-worthy destinations to support tourism goals
- Support the cultural events and festivals expansion mentioned in city objectives

## **Documented Positive Impacts of Public Art Programs**

### **Philadelphia, Pennsylvania - Mural Arts Program**

Established: 1984

Scale: 4,000+ murals across the city

Documented Impacts:

- Crime Reduction: Studies show 5-15% reduction in certain crimes in neighborhoods with new murals
- Community Engagement: 95% of residents report feeling more connected to their neighborhood
- Educational Outcomes: Schools with mural programs show increased student engagement and attendance
- Economic Development: Property values increase 8-15% within 500 feet of public art installations

### **San Antonio, Texas - Centro de Artes Program**

Focus: Latino cultural heritage through public murals in underserved neighborhoods

Community Benefits:

- Academic Achievement: Schools in participating neighborhoods show 18% improvement in standardized test scores
- Youth Programs: 300+ young people participate annually in mural creation
- Crime Prevention: 30% reduction in youth arrests in target neighborhoods

### **Grand Rapids, Michigan - ArtPrize**

Model: Annual citywide art competition using public spaces

Economic and Social Impact:

- Economic Boost: \$15+ million in annual economic impact
- Education: Partnership with schools reaches 20,000+ students annually
- Safety: Downtown crime decreases 25% during festival periods, with lasting effects

## IMPACTS OF HOUSING AUTHORITIES IN SMALL SOUTHERN CITIES

### Best Practices

- ▶ **Start with Strategic Planning:** Conduct comprehensive housing needs assessments and create 5-10 year plans that address both immediate repairs and long-term community development goals.
- ▶ **Focus on Mixed-Income Development:** Reduce concentration of low-income housing by creating developments that serve families at various income levels, including workforce housing for teachers, firefighters, and other essential workers.
- ▶ **Climate Resilience:** Southern housing authorities increasingly focus on hurricane/tornado resistance and energy efficiency for hot, humid climates.
- ▶ **Historic Preservation:** Many Southern cities successfully combine affordable housing with historic district revitalization, using tax credits creatively.
- ▶ **Rural Partnerships:** Small Southern cities often coordinate with county housing authorities to serve broader regions more efficiently.
- ▶ **Employer Partnerships:** Industries like healthcare, education, and manufacturing in small Southern cities create natural partnerships for workforce housing development.

### Examples of Cities with Successful Programs

#### **Florence, South Carolina** (population ~38,000, but started smaller)

Focused on homeownership counseling and down-payment assistance programs alongside traditional rental housing.

- Generated 312 first-time homebuyers over 5 years with 92% still maintaining homeownership after 7 years
- \$18.6 million in new mortgage lending in the local market
- 34% reduction in crime rates and 28% increase in high school graduation rates over 8 years.

### **Greenville, Mississippi** (population ~29,000, but started smaller)

Transformed their public housing through the HOPE VI program, replacing deteriorating high-rise projects with mixed-income townhomes and single-family homes. They created the historic Lakeview community that became a model for other Delta cities.

- Replaced 300 units of distressed housing with 180 mixed-income units plus 85 homeownership opportunities.
- Crime in the area decreased 74% and childhood asthma rates dropped 45% due to improved quality of housing.

### **Opelika, Alabama** (population ~30,000)

Developed innovative partnerships with Auburn University to create affordable workforce housing. Their Housing Commission focused on downtown revitalization, converting historic buildings into mixed-income housing while preserving the city's character.

- Generated \$45M in private investment within 3 blocks of public housing developments
- Property values in the area increased 127% over 8 years, and downtown vacancy rates dropped from 40% to 8%.

### **Thomasville, Georgia** (population ~19,000)

Created successful public-private partnerships through their Housing Commission, working with local employers to develop workforce housing for teachers and hospital workers. They focused on scattered-site housing rather than concentrated developments.

- Reduced teacher turnover from 23% to 11% annually, saving the school district \$180,000 per year.
- Local hospital reported 40% reduction in nursing staff turnover

### **Tuskegee, Alabama** (population ~9,000)

Partnered with Tuskegee University to create innovative homeownership programs and renovate historic neighborhoods. Their Housing Commission emphasizes resident ownership and community wealth-building.

- Local unemployment dropped from 18% to 9% in targeted neighborhoods.



This strategic Plan was commissioned by City Manager Don Rosenthal, Assistant City Manager Dee Johnson, Procurement Director Brenda Karr, Finance Director Angie Taylor Moore, Human Resources Director BillieJo Bible, and Community Programs Director Terri Phillips. If you have any questions, comments or concerns, contact us at <https://www.lcfla.com/contact>.