
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

April 07, 2025 at 6:00 PM

Venue: City Hall

AGENDA

SECOND REVISION

Revised 4/4/2025: Item #9 note verbiage updated and supporting documentation added; Item #14 supporting documentation added

Second Revision 4/7/2025: Item #9 Resolution and supporting documentation 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 - 5:30 PM Community Redevelopment Agency Meeting

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.

As a reminder, persons are not to openly carry a handgun or carry a concealed weapon or firearm while the governing body is meeting.

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

Approval of Agenda

Proclamations

- [1.](#) Hilda Albritton Retirement
- [2.](#) Water Conservation Month - April 2025

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 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

- [3.](#) Minutes - February 18, 2025 Regular Session
- [4.](#) Minutes - March 17, 2025 Regular Session
- [5.](#) City Council Resolution No. 2025-030 - A resolution of the City of Lake City, Florida, appointing Lisa Morris as a Resident Trustee to the Board of Trustees of the City's Municipal Firefighters Pension Trust Fund pursuant to Section 175.061, Florida Statutes and Section 70-123, City of Lake City Code of Ordinances; 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.
- [6.](#) City Council Resolution No. 2025-040 - A resolution of the City of Lake City, Florida approving an amendment to that certain agreement between the City and Toco Engineering, LLC., a Florida limited liability company, consenting to the assignment of said agreement by Toco Engineering, LLC. to Baxter & Woodman, Inc.; making certain findings of fact in support of the approving said amendment; 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.
- [7.](#) City Council Resolution No. 2025-045 - A resolution of the City of Lake City, Florida, approving that certain agreement for State Highway Lighting, Maintenance, and Compensation for Fiscal Year 2025-2026 with the State of Florida Department of Transportation; 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; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

- [8.](#) Katie Hall, General Manager and CEO, Florida Gas Utility - Directive Confirmation and Addendum related to prepaid deal

Old BusinessOther Items

- [9.](#) Discussion and Possible Action - Lake Shore Hospital Authority/Meridian Behavioral Healthcare Land Use Matter (Resolution of Pending Land Use Issue) (Attorney Clay Martin)

Note: This matter is still actively being negotiated and supporting documentation may be updated as soon as it is available.

City Council Resolution No. 2025-058 - A resolution of the City of Lake City, Florida approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving 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.

New BusinessOrdinances

- [10.](#) City Council Ordinance No. 2025-2302 (first reading) - An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers' Pension Plan and Trust Fund; amending Section 70-96.1 to provide for payment of supplemental benefits to those receiving service incurred disability benefits and the continuation of supplemental benefits to joint annuitants prospectively; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2302 on first reading

- [11.](#) City Council Ordinance No. 2025-2304 (first reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2025-2304 on first reading

Resolutions

- [12.](#) City Council Resolution No. 2025-006 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for Petroleum Cleanup Participation Program Funding; 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.
- [13.](#) City Council Resolution No. 2025-039 - A resolution of the City of Lake City, Florida accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing and effective date.
- [14.](#) City Council Resolution No. 2025-042 - A resolution of the City Council of the City of Lake City, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption"; providing findings of fact in support thereof; providing direction to the City Clerk; repealing all prior resolutions in conflict; and providing an effective date.
- [15.](#) City Council Resolution No. 2025-047 - 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.
- [16.](#) City Council Resolution No. 2025-048 - A resolution of the City of Lake City, Florida, approving that certain directive by and between the City of Lake City and Florida Gas Utility for a participation in that certain gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia; making certain findings of fact in support of the City of Lake City entering into said directive; recognizing the authority of the Mayor of the City of Lake City to execute such directive; repealing all prior resolutions in conflict; and providing an effective date.

- [17.](#) City Council Resolution No. 2025-049 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Alfred Benesch & Company, an Illinois Corporation, D/B/A "Benesch" for consulting services to assist the City with a Lake City Fire Rescue Assessment Study for Fiscal Year 2025-26 at a cost not to exceed \$47,848; 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; repealing all prior resolutions in conflict; and providing an effective date.
- [18.](#) City Council Resolution No. 2025-051 - A resolution of the City of Lake City, Florida, appointing Scott Thomason as the Land Development Regulation Administrator; making findings of fact in support thereof; directing the City Clerk to reflect said appointment 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 in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
- [19.](#) City Council Resolution No. 2025-052 - A resolution of the City of Lake City, Florida, authorizing Task Orders One (1) and Two (2) pursuant to the City Council's Conditional Approval of the Legal Services Contract with Saxon Gilmore & Carraway, P.A, a Florida Corporation, to provide certain legal services in furtherance of the establishment of a Housing Authority for the City of Lake City; providing for and adopting fee limitations in the amounts of \$3,000.00 and \$5,500.00, respectively, for each of the two Task Orders, plus costs; making certain findings of fact in support of the City approving said Task Orders; recognizing the authority of the Mayor to execute and bind the City to such documents as are necessary and prudent to give effect to the provisions of this resolution; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Orders provided such changes do not increase the quoted price in a Task Order; repealing all prior resolutions in conflict; and providing an effective date.
- [20.](#) City Council Resolution No. 2025-053 - A resolution of the City of Lake City, Florida, ratifying, approving, and adopting the budget amendment proposed by the Lake City Community Redevelopment Agency by its adoption of CRA Resolution 2025-01; amending the City budget for the fiscal year beginning October 1, 2024 and continuing through September 30, 2025 by appropriating an amount not to exceed one hundred sixty six thousand and no/100 dollars (\$166,000.00) for preparation and development of a new CRA Redevelopment Plan and Findings of Necessity to expand the CRA Boundary; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing for an effective date.

Note: This item was presented for consideration at the CRA Meeting held prior to this meeting.

Other Items

21. Discussion and Possible Action - City Attorney Contract and City Attorney Employment (City Manager Don Rosenthal)

Departmental Administration - None

Comments by Charter Officers

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>

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. Hilda Albritton Retirement

Proclamation

IN RECOGNITION OF *Hilda Allbritton*

WHEREAS, *Hilda Allbritton has dedicated twenty-two years of service to a career with the City of Lake City; and*

WHEREAS, *Ms. Allbritton was hired in 2002 as a Maintenance Worker for the Public Works Department; and*

WHEREAS, *Ms. Allbritton has also served as a Public Works Crew Leader, a Public Works Supervisor, Distribution Tech I, and has ended her service as a Distribution Tech II; and*

WHEREAS, *Ms. Allbritton is being honored by friends and coworkers who are deeply appreciative of her contributions to the City through the years; and*

WHEREAS, *the governing body, by this recognition, wishes to express its great appreciation to Hilda Allbritton for meritorious service, loyalty, and dedication to the City of Lake City;*

NOW, THEREFORE, I, *Noah Walker, Mayor of the City of Lake City, Florida, do hereby wish to recognize and honor Hilda Allbritton for her commitment and dedication to her department and to the City and would like to wish her the best in her future endeavors.*



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 7th day of April 2025.

A handwritten signature in black ink, appearing to read "Noah Walker", is written over a horizontal line.

Noah Walker, Mayor

City of Lake City

File Attachments for Item:

2. Water Conservation Month - April 2025

Proclamation

WATER CONSERVATION MONTH **APRIL 2025**

WHEREAS, *water is a basic and essential need of every living creature;
and*

WHEREAS, *the State of Florida, Water Management Districts and the City
of Lake City Utilities are working together to increase
awareness about the importance of water conservation; and*

WHEREAS, *the City of Lake City and the State of Florida have designated
April, typically a dry month when water demands are most
acute, Florida's Water Conservation Month, to educate citizens
about how they can help save Florida's precious water
resources; and*

WHEREAS, *the City of Lake City has always encouraged and supported
water conservation, through various educational programs and
special events; and*

WHEREAS, *every business, industry, school and citizen can make a
difference when it comes to conserving water; and*

WHEREAS, *every business, industry, school and citizen can help save
water and thus promote a healthy economy and community; and*

NOW, THEREFORE, *I, Noah Walker, Mayor of the City of Lake City, Florida do
hereby proclaim April as **WATER CONSERVATION MONTH** and urge each
citizen and business to help protect our precious resource by practicing water saving
measures and becoming more aware of the need to save water.*

*In witness whereof I have hereunto set my hand
and caused this seal to be affixed this 7th day of
April 2025.*



A handwritten signature in black ink, appearing to read "Noah Walker".

Noah Walker, Mayor

City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

3. Minutes - February 18, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 18, 2025 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.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Chevella Young

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.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Stew Lilker
- Tim Williams
- Tim Atkinson

APPROVAL OF CONSENT AGENDA

1. Minutes - January 6, 2025 Regular Session
2. Minutes - January 21, 2025 Regular Session
3. Minutes - February 3, 2025 Regular Session

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

4. Tyler Todd, Lead Operator Saint Margarets Wastewater Treatment Facility, Powerpoint - Flush to Finish

Tyler Todd, lead operator at Saint Margarets Wastewater Treatment Facility provided a PowerPoint presentation.

5. Cameron Myers and Cheyanne Myers - Fox Lagoon (Council Member Ricky Jernigan)

At this time a short video was shown, a copy is on file with the City Clerks Office.

Cameron and Cheyanne Myers presented their project, Fox Lagoon, to members. They proposed a partnership with the City to utilize it's Branford Crossing site.

Mr. Rosenthal reported that property was purchased for water and wastewater use.

Wastewater Director Cody Pridgeon provided an update of what the property is to be used for.

Mr. Rosenthal recommended for the City to keep the property for future use.

OLD BUSINESS

Ordinances – None

Resolutions – None

Other Items

6. Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Legal opinion on a matter involving a final employment payment made to departing City Manager Paul Dyal. (Mayor Noah Walker)

Mayor Walker allowed public comment on this item before hearing attorney Cavendish's legal opinion, Council discussion, as well as prior to any motions being made.

PUBLIC COMMENT: Ben Loftstrom; Glenel Bowden; Sylvester Warren; Todd Sampson; Stew Lilker

Attorney Cavendish provided a summary of his legal opinion.

Ms. Harris verified who signed and drafted the document, and posed the question "who was in the wrong?"

Attorney Cavendish reminded members to be mindful on passing a final judgement on an initial investigation.

Mr. Carter asked if it was attorney Cavendish's opinion the City was owed the money paid to Mr. Dyal.

Attorney Cavendish stated the money paid out was in a manner that violated City Code.

Mayor Walker reported during a meeting with staff, he learned about City Council Resolution No. 2024-131, which was a Budget Amendment, and stated this was not factored into the opinion. He stated, the resolution, which passed at the November 4, 2024 Regular Session Council Meeting did not expressly cure the matter. Mayor Walker would like to have a supplemental opinion performed.

Attorney Cavendish reported it was communicated to him the week prior there was a budget amendment that mentioned the payments to Mr. Dyal. He stated in order to provide members with an addendum to his opinion, he would need more time to research.

Mr. Jernigan inquired if Mr. Cavendish had ever spoken with the City Attorney. Attorney Cavendish reported he had not spoken to Attorney Martin by design.

Mr. Carter spoke in support of the City recouping the overpayments.

Attorney Martin reported Folds Walker was co-council with Robinson, Kennon, & Kendron, and this would go beyond the fact-finding legal opinion. He advised members to look to Attorney Cavendish for their next course of action.

Ms. Young reminded members to consider the cost of litigation if this is pursued.

Ms. Harris spoke in support of the City recouping the overpayments.

Mr. Carter suggested members seek a second opinion to help the members decide on how to proceed.

Ms. Harris confirmed with Attorney Cavendish the statute of limitations, to which he stated, four years.

Ms. Harris made a motion to authorize Attorney Cavendish to provide an additional opinion based on the November 2024 Resolution, City Council Resolution No. 2024-131. Mr. Carter seconded the motion.

PUBLIC COMMENT: Ben Loftstrom; Glenel Bowden; Sylvester Warren; Todd Sampson; Stew Lilker

A roll call vote was taken and the motion carried.

Ms. Harris	Aye
Mr. Carter	Aye
Ms. Young	Aye
Mr. Jernigan	Nay
Mayor Walker	Aye

Ms. Harris inquired as to whether the overpayment was criminal, and stated she is interested in all details on the matter.

At this time, Mayor Walker adjourned the meeting for a break from 7:53 PM – 7:59 PM.

Mr. Jernigan suggested for the State Attorney to look into this matter instead of an outside attorney. Mayor Walker reported he had already submitted the opinion to the State Attorney's office for review, but had not received a response. Mayor Walker reminded the State Attorney's Office pursues criminal charges, and Attorney Cavendish is civil.

Ms. Harris stated if criminal activity had been taken, the City should pursue. She requested a rendering from the State Attorney's office in writing.

Attorney Cavendish stated it would be up to the State Attorney to follow up and or decide if prosecution is needed.

NEW BUSINESS

Resolutions

7. City Council Resolution No. 2025-017 - A resolution of the City of Lake City, Florida, approving that certain form of Hangar Lease Agreement for use by the City Manager for leasing corporate hangars and "T" - hangars at Lake City - Gateway Airport; making certain findings of fact in support of the City approving said form of hangar lease agreement; authoring non-substantive changes to said form of hangar lease agreement with the concurrence of the City Attorney; directing the City Manager to utilize said form of hangar lease agreement in all such cases where it is applicable; authorizing the City Manager or the City Manager's designee to execute such hangar lease agreement on behalf of the City; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Carter made a motion to approve City Council Resolution No. 2025-017. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

8. City Council Resolution No. 2025-018 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and PFM Financial Advisors, LLC, a foreign limited liability company for Bond Advisory 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: Sylvester Warren was removed from the meeting during his public comments; Glenel Bowden

Mr. Carter made a motion to approve City Council Resolution No. 2025-018. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Ms. Harris	Nay
Mayor Walker	Aye

9. City Council Resolution No. 2025-026 - A resolution of the City of Lake City, Florida urging the Legislature of the State of Florida to enact legislation to provide a public records exemption for Municipal Clerks, Employees performing municipal elections work, and/or employees having any part in code enforcement functions of a city; making findings of fact in support thereof; repealing resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-026. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Nay
Mr. Jernigan	Nay
Mayor Walker	Aye

10. City Council Resolution No. 2025-027 - A resolution of the City of Lake City, Florida accepting the proposal for engineering services and authorizing Task Order Number Thirteen (13) pursuant to the Contract with Mittauer & Associates, Inc., a Florida Corporation, to evaluate the City-owned site of 454 acres commonly known as the "Branford Crossing Site" to determine the feasibility of converting said site into a restricted public access land application effluent disposal site; approving that certain proposal and task order between the City of Lake City and said vendor in the amount of \$90,600; making certain findings of fact in support of the City approving said proposal and task order; recognizing the authority of the Mayor to execute and bind the City to said proposal and task order; directing the Mayor to execute and bind the City to said proposal and task order; repealing all prior resolutions in conflict; and providing an effective date.

PUBLIC COMMENT: Tim Williams – spoke regarding a no cost land swap proposal of a similarly sized parcel of land adjacent to the County landfill.

Mr. Jernigan asked Executive Director of Utilities Steve Brown to provide a brief overview of the task assignment.

Mr. Brown reported the staff recommendation is to use the property for what the City had planned, which is for the Wastewater Treatment Facility.

Mayor Walker inquired as to the timeline of use for the property.

Wastewater Director Cody Pridgeon reported the timeline will be determined by the engineering study.

Mr. Carter reported he was not opposed to tabling the item until the next council meeting, so members could have time to review the documents provided by Tim Williams.

Ms. Young spoke in opposition of entertaining Tim Williams proposal.

Mr. Jernigan spoke in support of moving forward with the resolution.

Mr. Rosenthal recommends to keep the property and to move forward with the resolution.

Mr. Jernigan made a motion to approve City Council Resolution No. 2025-027. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Ms. Young	Aye
Mr. Carter	Aye
Ms. Harris	Aye
Mayor Walker	Aye

11. City Council Resolution No. 2025-028 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Columbia County, Florida, to operate the Waste Water Treatment Plant located within the North Florida Mega Industrial Park and owned by Columbia County, Florida; 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: Glenel Bowden

Mr. Carter made a motion to approve City Council Resolution No. 2025-028. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

Other Items

12. Discussion and Possible Action - Lake City Womens Club located at 257 SE Hernando Avenue (City Manager Don Rosenthal)

Mr. Rosenthal turned comments over to Mr. Carter who reported that a local real estate agent, Daniel Crapps asked to postpone this item for 90 days, in order to present a proposal that may save the building.

PUBLIC COMMENT: Tina Roberts; Debra Griffin

Mr. Carter spoke in support of trying to save the building and suggested looking into grants and other avenues.

Mr. Jernigan spoke in support of saving the building.

Ms. Young spoke in support of saving the building and looked forward to a positive outcome.

Ms. Harris spoke in support of saving the building and performing repairs.

Mayor Walker spoke in support of saving the building and reported speaking with the Chairman of the Historical Preservation Agency Board about a provision not allowing the demolition of the building.

13. Discussion and Possible Action: Consider removal of tables in front of dais in council chambers (Council Member Tammy Harris)

Ms. Harris spoke in support of removing the tables.

PUBLIC COMMENT: Glenel Bowden; Ben Loftstrom

Mr. Carter spoke in support of removing the tables.

Mr. Carter made a motion to remove the barrier tables and stanchions in the City Council Chambers. Ms. Harris seconded the motion.

Mr. Jernigan spoke in support of the tables staying in place for council protection.

Ms. Young expressed concerns with removal of the table if someone says they are afraid.

Chief Butler explained to members how the current chamber set up came to be and it was to address safety concerns.

Ms. Young suggested to have the law enforcement officers stand during council meetings if the tables were removed.

A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Nay
Mayor Walker	Aye

Mr. Jernigan made a motion to have an additional option available if the tables are removed.

Mr. Bowden was removed from the meeting during this time.

Ms. Young seconded the motion.

Chief Butler provided members with one of the options available that he was asked to research, ie: velvet style barriers.

PUBLIC COMMENT: Ben Loftstrom; Stephanie Bennett; Pamela Bowden; Dee Ethridge; Martha Ann Ronsonet

A roll call vote was taken and the motion failed.

Mr. Jernigan	Aye
Ms. Young	Aye
Mr. Carter	Nay
Ms. Harris	Nay
Mayor Walker	Nay

COMMENTS BY CHARTER OFFICERS:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young questioned why Charter Officers were given a chance to speak with open comments on the council agenda and does not feel it is necessary. Mr. Rosenthal responded he added this section to the agenda. Attorney Martin reported in most of the other cities

his firm represents, there is opportunity for the Charter Officers to have time on the agenda for comments for any late breaking events or on a legal perspective that the Council may need to be updated on. Mayor Walker spoke in favor of having Charter Officer comments on the agenda.

Ms. Young suggested, in light of the recent tragedy of a young girl being hit while riding her bicycle, having a bike safety event inclusive of giving out free helmets and lights.

Council Member Ricky Jernigan – Mr. Jernigan stated he wanted members to work together as a unit, and suggested for them to have lunch or dinner together once a month.

Council Member James Carter – Mr. Carter asked for an update on the council chamber audio system upgrade. Assistant City Manager Dee Johnson reported the purchase order had been approved and it would be three to four months for completion of the project. Mr. Carter stated he would support a cohesive environment and suggested hosting a Town Hall Meeting or similar event.

Council Member Tammy Harris – Ms. Harris expressed just because members may not agree, does not mean they do not like each other.

Mayor Noah Walker – Mayor Walker reminded members and the public of upcoming events: Health 360 Event on Saturday, February 22, 2025 at 9:00 AM; City of Lake City Free Shred Event on Saturday, March 8, 2025 from 9:00 AM until 12:00 PM; and the Police Explorers Education Event, Thursday, February 27, 2025 at 5:00 PM. Mayor Walker stated he did his best to apply meeting decorum fairly, and that he would be reviewing this meeting.

ADJOURNMENT

Having there been no further business, Mayor Walker adjourned the meeting at 9:57 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

4. Minutes - March 17, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on March 17, 2025 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.

PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Ricky Jernigan
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. Young seconded the motion and the motion carried unanimously on a voice vote.

PROCLAMATIONS

- 1. Procurement Month - March 2025

Mayor Walker presented the Procurement Month proclamation to the Procurement Department.

- 2. Women's History Month - March 2025

Mayor Walker presented the Women’s History Month proclamation to Council Member Chevella Young and Council Member Tammy Harris.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Barbara Lemley
- Sylvester Warren

APPROVAL OF CONSENT AGENDA

- 3. Minutes - March 3, 2025 Regular Session

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

OLD BUSINESS – None

NEW BUSINESS

Resolutions

4. City Council Resolution No. 2025-029 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Sunrise Consulting Group for government affairs consulting services to assist in the creation of, and advocacy for, the legislative and regulatory priorities of the City to the Florida Legislature; 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. Carter made a motion to approve City Council Resolution No. 2025-029. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

5. City Council Resolution No. 2025-031 - A resolution of the City of Lake City, Florida, amending the City budget for the Fiscal Year beginning October 1, 2024 and continuing through September 30, 2025 by adding budgetary amounts related to the City's operations of the "Mega-Site" Waste Water Treatment Plant; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren was removed from the meeting during his public comments.

Ms. Harris made a motion to approve City Council Resolution No. 2025-031. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

Ms. Harris	Aye
Mr. Carter	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

6. City Council Resolution No. 2025-033 - A resolution of the City of Lake City, Florida, approving that certain developer agreement between the City and Garden Street Communities Southeast, LLC., a Florida limited liability company for the shared cost of certain improvements; making certain finding 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. (Hunters Creek)

PUBLIC COMMENT: Barbara Lemley

Executive Director of Utilities Steve Brown provided a brief overview of the project.

Mr. Carter made a motion to approve City Council Resolution No. 2025-033. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

7. City Council Resolution No. 2025-034 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation To Bid Number 005-2025 for a new Supervisory Control and Data Acquisition System (SCADA) for the Saint Margarets Waste Water Treatment Facility; accepting the bid from Advantage Contracting Group, Inc., a Florida Corporation; 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.

Wastewater Director Cody Pridgeon provided a brief overview of the system.

Mr. Carter made a motion to approve City Council Resolution No. 2025-034. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	Aye
Ms. Harris	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Walker	Aye

8. City Council Resolution No. 2025-035 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Thirteen (13) pursuant to the continuing contract with Jones Edmunds and Associates, Inc, a Florida Corporation, to provide a Risk and Resilience Assessment update for the City's

potable water system; proving for a proposed cost not to exceed \$59,975.00; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the task assignment provided such changes do not increase the quoted price in the task assignment; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Carter made a motion to approve City Council Resolution No. 2025-035. Ms. Young seconded the motion. A roll call vote was called and the motion carried.**

Mr. Carter	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Ms. Harris	Aye
Mayor Walker	Aye

DEPARTMENTAL ADMINISTRATION

- 9. Discussion and Possible Action: Approval of reallocating funds in the Growth Management budget to include the cost of the Tyler Technologies software program in the amount of \$154,185.00 for Enterprise Permitting & Licensing, Business Management Conversion, Community Development Conversion, and Cashiering in addition to Bluebeam Core, Complete, and Prime eReview and training. (Growth Management Director Dave Young)

Assistant Director of Growth Management Scott Thomason explained this was a request to reallocate funds in order to purchase a software program that would better integrate with the Tyler software the City currently uses. He stated the software previously purchased did not integrate well.

Mr. Carter confirmed with City Manager Rosenthal that action was being taken to recoup the funds spent on the program that did not integrate.

Ms. Young inquired as to whether the program previously purchased had been installed yet.

Mr. Jernigan made a motion to direct staff to come back with a resolution to approve the contract with Tyler Technologies. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Mr. Carter	Aye
Ms. Young	Aye
Ms. Harris	Aye
Mayor Walker	Aye

COMMENTS BY CHARTER OFFICERS

City Manager Don Rosenthal – Mr. Rosenthal apologized to staff and council members for his behavior.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – Ms. Sikes reminded members to get with her on any travel or special requests they might have, as she was in the process of preparing the City Council budget. She stated any information they may have on capital outlay projects would need to be provided to Mr. Rosenthal.

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young reported working with Community Programs Director Terri Phillips, and Community Relations Coordinator Ashley Hardison, on an event to be held in June for children during summer break. She stated there were funds allocated in the budget for such an event.

Council Member Ricky Jernigan – Mr. Jernigan inquired as to how the discussions with the Lake Shore Hospital Authority were going. City Attorney Martin reported discussion was ongoing and that he firmly believed the City could get this worked out. Mr. Jernigan also apologized to Florida Gateway College for his comments during the Strategic Planning Session, and stated he would like to see more students enrolling at the college.

Council Member James Carter – Mr. Carter spoke to the importance of maintaining decorum on the dais during meetings. He informed members of an upcoming Health Fest event put on by Debo Merix. This is a free event being held on April 18, 2025 at Annie Mattox Park. Mr. Carter also recognized Retro City Arcade & Pizzeria, a new, local establishment.

Council Member Tammy Harris – Ms. Harris informed members and the public that she and County Commissioner Kevin Parnell were going to be out in the community, Saturday, June 14, 2025 to introduce themselves, and invite residents to attend and participate in a Town Hall Meeting. She asked members for their support to host a Town Hall Meeting on Saturday, June 28, 2025 at 10:00 AM at Richardson Community Center. Ms. Harris suggested a way for members to look more uniform when attending events would be to wear blazers with name embroidered. She also shared an idea for an event in July, and suggested July 19, 2025 at Memorial Stadium for a battle of DJ's.

Ms. Young reported an issue with street lights all over the City, and stated she had been speaking with staff and a representative from Florida Power & Light on a plan to address this.

Ms. Harris provided accolades to Executive Director of Utilities Steve Brown, City Manager Don Rosenthal, Assistant City Manager Dee Johnson, and Procurement Director Brenda Karr on their work and design for the District 12 sign.

Mayor Noah Walker – Mayor Walker echoed Mr. Carter's comments regarding decorum at the dais during meetings. He thanked Ms. Young for her efforts in working on City street lighting, and agreed with Mr. Jernigan that Florida Gateway College was a huge asset with great teaching. He reported that he proudly sits on the Florida Gateway College Foundation. Lastly, Mayor Walker stated he would like to see a settlement process as to handling dilapidated properties.

ADJOURNMENT

Mr. Jernigan made a motion to adjourn at 6:59 PM. Mr. Carter seconded the motion and the motion carried unanimously on a voice vote.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

5. City Council Resolution No. 2025-030 - A resolution of the City of Lake City, Florida, appointing Lisa Morris as a Resident Trustee to the Board of Trustees of the City's Municipal Firefighters Pension Trust Fund pursuant to Section 175.061, Florida Statutes and Section 70-123, City of Lake City Code of Ordinances; 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.

RESOLUTION NO 2025-030

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING LISA MORRIS AS A RESIDENT TRUSTEE TO THE BOARD OF TRUSTEES OF THE CITY'S MUNICIPAL FIREFIGHTERS PENSION TRUST FUND PURSUANT TO SECTION 175.061, FLORIDA STATUTES AND SECTION 70-123, CITY OF LAKE CITY CODE OF ORDINANCES; 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, Section 175.061, Florida Statutes and Section 70-123, City of Lake City Code of Ordinances (the "Applicable Statute and Ordinance") provide for a five (5) member Board of Trustees (the "Board") of the City's Municipal Firefighters Pension Trust Fund (the "Trust Fund"); and

WHEREAS, the Applicable Statute and Ordinance further provide two (2) of the five (5) members of the Board are to be legal residents (the "Resident Trustees") of the City of Lake City, Florida, (the "City"), who shall be appointed by the City Council; and

WHEREAS, the Applicable Statute and Ordinance further provide two (2) of the five (5) members of the Board shall be firefighters as defined in Section 175.032, Florida Statutes (the "Plan Trustees"), elected by a majority of the firefighters who are active members of the pension plan; and

WHEREAS, the Applicable Statute and Ordinance further provide one (1) of the five (5) members of the Board (the "Fifth Trustee") shall be chosen by a majority of the Resident Trustees and the Plan Trustees, collectively; and

WHEREAS, presently, the Board is comprised of the following individuals pursuant to the corresponding circumstances:

Adam Brannon as a Plan Trustee for a term of two (2) years terminating May 17, 2026, or until his successor is appointed,

Daniel Dohrn as a Plan Trustee for a term of two (2) years terminating October 1, 2025, or until his successor is appointed, and

David Brewer as a Resident Trustee for a term of two (2) years terminating October 1, 2026, or until his successor is appointed; and

Alfred Torrans as Fifth Trustee for a term of two (2) years terminating January 4, 2026, or until his successor is appointed; and

WHEREAS, the City Council desires to appoint Lisa Morris, a legal resident of the City to the Board of

Trustees of the Municipal Firefighters Pension Trust Fund, as a Resident Trustee, effective April 8, 2025, for a term of two (2) years, or until such time as a successor is appointed; and

WHEREAS, appointing Lisa Morris as a Resident Trustee of the Board 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. Appointing Lisa Morris as a Resident Trustee of the Board is in the public or community interest and for public welfare; and
2. Lisa Morris, a legal resident of the City, is hereby appointed to serve as a Resident Trustee of the Board to serve a term of two (2) years commencing on April 8, 2025, and expiring on the latter to occur of the date which is two years thereafter, or until such time as a successor is appointed; and
3. Those appointed hereby are directed to fulfill the purposes and duties of the Board and members of the Board as set forth in the Applicable Statute and Ordinance; and
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; 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 April, 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:

Clay Martin, City Attorney

File Attachments for Item:

6. City Council Resolution No. 2025-040 - A resolution of the City of Lake City, Florida approving an amendment to that certain agreement between the City and Toco Engineering, LLC., a Florida limited liability company, consenting to the assignment of said agreement by Toco Engineering, LLC. to Baxter & Woodman, Inc.; making certain findings of fact in support of the approving said amendment; 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.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment to contract with Tocol Engineering.

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director	Date 3/5/2025
Recommended Action: Approve amendment to contract with Tocol Engineering.		
Summary Explanation & Background: A continuing contract was established by RES: 2023-149 for RFQ-017-2023 for Civil Engineering Services with Tocol Engineering LLC. Tocol Engineering, LLC has merged with Baxter & Woodman, Inc and has requested to have agreement assigned to Baxter & Woodman, Inc., d/b/a Tocol Engineering. This would be the 1st amendment to the contract.		
Alternatives:		
Source of Funds:		
Financial Impact:		
Exhibits Attached: Agreement Amendment		

RESOLUTION NO 2025 - 040
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AN AMENDMENT TO THAT CERTAIN AGREEMENT BETWEEN THE CITY AND TOCOI ENGINEERING, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CONSENTING TO THE ASSIGNMENT OF SAID AGREEMENT BY TOCOI ENGINEERING, LLC. TO BAXTER & WOODMAN, INC.; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; 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”) and Toco Engineering, LLC, a Florida limited liability company (the “Vendor”), entered into an agreement on December 18, 2023 to provide certain professional consulting services to the City as directed (the “Agreement”); and

WHEREAS, the Vendor has merged with Baxter & Woodman, Inc. and desires to assign the Agreement to Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company, as the successor entity to the Vendor (the “Successor”) by adopting the terms of the proposed Amendment with the Successor in the form of the Exhibit attached hereto (the “Assignment”); and

WHEREAS, approving the Assignment to engage the Successor’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. Approving the Assignment to engage the Successor to provide the products and services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Assignment 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 Assignment; 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 Assignment; 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**CITY OF LAKE CITY
CIVIL ENGINEER CONTINUING CONTRACT**

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES (“Amendment” hereinafter) is made this _____ day of _____, 20__ between **the City of Lake City** (“Owner” hereinafter) and **Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company** (as the successor after merger with Toco Engineering, LLC).

WHEREAS, on December 18, 2023, the Owner and Toco Engineering, LLC entered into an agreement for Engineering Services for Toco Engineering, LLC to provide certain professional consulting services to the Owner as directed (the “Agreement”).

WHEREAS, Toco Engineering, LLC has merged with Baxter & Woodman, Inc. and has requested to have the Agreement assigned to Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company, as the successor entity to Toco Engineering, LLC; and,

WHEREAS, the Owner desires to amend the Agreement as requested.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained the sufficiency of which is hereby acknowledged by the parties, the Owner and Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company agree to amend the Agreement as follows:

1. **AMENDMENT TO AGREEMENT**. The Agreement is amended to assign the Agreement to Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company, as the successor of the original Toco Engineering, LLC. The “Engineer” under the Agreement shall now be “Baxter & Woodman, Inc., d/b/a Toco Engineering, a Baxter & Woodman Company”.
2. **ENTIRETY OF AGREEMENT**. The Owner and Engineer agree that the Agreement including this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
3. **COUNTERPARTS**. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such times as all the signatories hereto have signed a counterpart of this Amendment.
4. **AMENDMENT**. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment on the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: EXHIBIT-NOT FOR EXECUTION _____

_____ Date

BAXTER & WOODMAN, INC., d/b/a TOCOI ENGINEERING,
A BAXTER & WOODMAN COMPANY

By:  _____
Laura Mahoney, Associate Vice President

January 30, 2025
_____ Date

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

File Attachments for Item:

7. City Council Resolution No. 2025-045 - A resolution of the City of Lake City, Florida, approving that certain agreement for State Highway Lighting, Maintenance, and Compensation for Fiscal Year 2025-2026 with the State of Florida Department of Transportation; 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; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 – 045
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT FOR STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION FOR FISCAL YEAR 2025-2026 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION; 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 State of Florida Department of Transportation (the “Agency”) has made certain improvements to highway lighting facilities in the City of Lake City (the “City”); and

WHEREAS, the City and the Agency desire that the City maintain certain said highway lighting facilities; and

WHEREAS, the Agency and City entered into an agreement on November 9, 2021 (the “Agreement”) whereby the City would maintain certain said highway lighting facilities; and

WHEREAS, the Agency and City have extended the term of the Agreement on an annual basis since the adoption of said Agreement; and

WHEREAS, the Agency and the City desire to extend the Agreement for a term commencing on July 1, 2025 and continuing through June 30, 2026 (the “Extension”); and

WHEREAS, among the terms of the Extension are the Agency shall compensate the City in the amount of one hundred ninety-four thousand four hundred seventy dollars and fifty one cents (\$194,470.51); and

WHEREAS, the Agency and the City mutually desire to enter into the Extension in the form of the Exhibit attached hereto; and

WHEREAS, approving the Extension obligating the City to maintain said highway lighting facilities in the City in exchange for compensation for same is in the public interest and in the interests of the City; now therefore

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

1. Approving the Extension obligating the City to maintain certain highway lighting facilities in the City in exchange for compensation from the Agency for same is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Extension 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 and directed to execute on behalf of and bind the City to the terms of the Extension; 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 April, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: ASO25
Maintaining Agency: City of Lake City
Financial Project No: 414406-1-78-03
Fiscal Year: 2025-2026

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year 25/26 for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on November 9, 2021.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of \$194,470.51. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for City of Lake City will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2025 and ending June 30, 2026.

MAINTAINING AGENCY

BY: (signature) EXHIBIT-NOT FOR EXECUTION Date: _____

Printed Name: _____

Printed Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name: Jennifer Curls

Printed Title: District Two Maintenance Contracts Administrator

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT A

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

For Fiscal Year 2025-2026

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

Type of Light	# of lights	LED or HPS	Unit rate	Total
High Mast				0.00
Standard	559	LED/HPS	347.89	194,470.51
Underdeck				0.00
Sign				0.00

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Florida Department of Transportation Highway Lighting Maintenance and Compensation Agreement Inventory

ASO25

CITY OF LAKE CITY

Brenda Karr, Procurement Specialist 386-758-5407 Karrb@lcfla.com

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road	Number of Lights Being Currently Maintained Within These Limits	Type of Light(s): High Mast, Standard, Underdeck, or Sign	# Of Outages	LED or HPS
US 441	Columbia	Malone Street	US 90	60	Standard	13	LED
US 41	Columbia	North of SR 100	SR 47	113	Standard	30	56-HPS & 55-LED
US 90	Columbia	West City Limits	East City Limits	235	Standard	19	113-HPS & 122-LED
US 90	Columbia	Westside Park & Ride		7	Standard	0	HPS
10 A Baya Ave	Columbia	US 90 West	City Limits	78	Standard	8	LED
SR 47	Columbia	US 41	Michigan Avenue	63	Standard	3	LED
Bascom Norris	Columbia	US 41	US 441	3	Standard	0	HPS
TOTAL # OF LIGHTS BEING MAINTAINED:				559	TOTAL # OF OUTAGES:	73	

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

8. Katie Hall, General Manager and CEO, Florida Gas Utility - Directive Confirmation and Addendum related to prepaid deal



City of Lake City
Natural Gas Department
590 SW Arlington Boulevard
Lake City, FL 32025

Directive Confirmation and Addendum

EXHIBIT TO
RESOLUTION

To: Katie Hall, General Manager & CEO
Florida Gas Utility

From: City of Lake City (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement - MGAG Pending Transaction 2025B

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2016 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial minimum discounted pricing of \$0.60/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. If the Variable Discount achieved during any re-pricing period is at or above the Minimum Discount, then the Participant may or may not agree to an extension of the term of the transaction for a period equal to or less than the expiring re-pricing period. FGU shall contact Participant in advance of making a final decision regarding the term extension for final approval or rejection. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "MGAG Pending Transaction 2025B Documentation"). FGU is willing to enter into the MGAG Pending Transaction 2025B Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the MGAG Pending Transaction 2025B Documentation.

NOT FOR
EXECUTION

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the MGAG Pending Transaction 2025B Documentation and the Agreement (the “Transaction”):

Term: For a term of up to 30 years starting no earlier than November 1, 2025, subject to MGAG’s termination rights under the MGAG Pending Transaction 2025B Documentation and Participant’s termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

Quantity: 247 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

209 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant’s gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant’s gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be a minimum of \$0.60/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the MGAG Pending Transaction 2025B Documentation as described below.

Location: Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU’s General Manager in accordance with the MGAG Pending Transaction 2025B Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the MGAG Pending Transaction 2025B Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the MGAG Pending Transaction 2025B Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the MGAG Pending Transaction 2025B Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the

MGAG Pending Transaction 2025B Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in connection with its obligations arising under or in respect of the MGAG Pending Transaction 2025B Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the MGAG Pending Transaction 2025B Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the MGAG Pending Transaction 2025B Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S PENDING TRANSACTION 2025B AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

EXHIBIT-NOT FOR EXECUTION

Authorized Signature

Print Name

Date

File Attachments for Item:

9. Discussion and Possible Action - Lake Shore Hospital Authority/Meridian Behavioral Healthcare Land Use Matter (Resolution of Pending Land Use Issue) (Attorney Clay Martin)

Note: This matter is still actively being negotiated and supporting documentation may be updated as soon as it is available.

City Council Resolution No. 2025-058 - A resolution of the City of Lake City, Florida approving that certain resolution of Chapter 164, Conflict Resolution between Lake Shore Hospital Authority and the City of Lake City, Florida; making certain findings of fact in support of the City approving 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.

**DRAFT RESOLUTION OF CHAPTER 164, CONFLICT RESOLUTION
BETWEEN LAKE SHORE HOSPITAL AUTHORITY AND
THE CITY OF LAKE CITY, FLORIDA**

WHEREAS, on January 13, 2025, the Lake Shore Hospital Authority (the “Authority”) and the City of Lake City, Florida (the “City”), officially engaged in the Conflict Resolution Process pursuant to Chapter 164, Florida Statutes to negotiate a solution to the conflict over whether the Lake Shore Hospital, located at 440 NE Leon Street, Lake City, FL, and better described in Exhibit A (“Property”), which formerly operated as a hospital in buildings that were constructed on the Property from 1963 forward, is a legal non-conforming use under the City’s comprehensive plan and land development regulations (“Conflict”) sufficient to enable a potential purchaser of the Property to use it as set forth below; and

WHEREAS, on March 12, 2025, representatives of the Authority and the City held an initial conflict assessment meeting pursuant to Section 164.1053(1), Florida Statutes to discuss the issues pertaining to the Conflict and an assessment of the Conflict from the perspective of each governmental entity; and

WHEREAS, at the initial conflict assessment meeting, the representatives of the Authority and the City agreed to propose a resolution to the Conflict and avoid further cost and inconvenience to all concerned, as set forth below; and

WHEREAS , Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”), has contracted with the Authority to purchase the Property for the following uses:

- Primary Care or Federally Qualified Health Center (“FQHC”)
 - Inpatient Crisis/Emergency Program
 - Crisis Stabilization Unit for Children and Adults
 - Inpatient Psychiatric Beds (with the number of beds subject to funding)
- (collectively, the “Proposed Meridian Uses”); and

WHEREAS, the Proposed Meridian Uses are subject to various state regulations by the Agency for Healthcare Administration (“AHCA”)¹ and the Department of Children and Families (“DCF”)²; and

WHEREAS, the City’s Comprehensive Land Use Plan (“Plan”) designates the Property as “Public,” which the Plan defines as follows: “PUBLIC – Land classified as public consist of public buildings and grounds, ... [and] public health facilities ...”; and;

WHEREAS, a portion of the Property is zoned Residential (Conventional) Single Family (RSF-1), and the remainder of the Property is zoned Residential/Office (RO); and

¹ Health Care Clinic, Crisis Stabilization Unit/Short-Term Residential Treatment Facility, Residential Treatment Facility, and as a Class-3 Psychiatric Hospital.

² All listed uses but Inpatient Psychiatric Beds that do not include short-term residential treatment beds require designation as a Baker Act Receiving Facility.

WHEREAS, RSF-1 does not allow hospitals, but RO lists hospitals as uses that are permissible by special exception; and

WHEREAS, no one has sought a rezoning or special exception from RS-1 or under RO, respectively; and

WHEREAS, the prior hospital uses on the Property did not include such components as the Florida Mental Health Act, Part I, Ch. 394, Fla. Stat. (“Baker Act”), or the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, Part V, Ch. 397, Fla. Stat. (“Marchman Act”), but Baker Act and Marchman Act facilities are typical in general service hospitals; and

WHEREAS, the City’s land use planning and zoning programs constitute “programs ... [of] public entities” pursuant to Title II of the Americans with Disabilities Act (the “ADA”), 42 U.S.C. §§ 12115, et seq.; and

WHEREAS, the Proposed Meridian Uses largely serve individuals with mental illness who constitute “qualified individual[s] with a disability” under Title II of the ADA (28 C.F.R. § 35.104) (Title II); and

WHEREAS, the City and Meridian have discussed how to authorize the Proposed Meridian Uses of the Property consistently with Title II; and

WHEREAS, Title II does not protect persons who constitute “direct threat(s)” to the health or safety of others (28 C.F.R. §35.139(a)); and

WHEREAS, Title II requires a “direct threat” to be analyzed based on: (1) the nature, duration and severity of any risk; (2) the probability of a potential injury; and (3) whether reasonable modifications of policies, practices, or procedures would mitigate or eliminate the risk (28 C.F.R. §35.139(b)); and

WHEREAS, Meridian and the City have agreed to have the City provide Title II reasonable modifications to authorize the Proposed Meridian Uses, provided Meridian minimizes risk of direct threat to the health or safety of others; and

WHEREAS, Meridian and the City have entered into an agreement (the “Cooperation Agreement”) to memorialize their agreement to authorize the Proposed Meridian Uses on certain conditions; and

WHEREAS, the Authority and the City are willing to incorporate the Cooperation Agreement into this Resolution; and

WHEREAS, the Florida Supreme Court held in *City of Temple Terrace v. Hillsborough Association for Retarded Citizens*, 322 So.2d 571 (Fla. 2d DCA 1975), aff’d and adopted by *Hillsborough Association for Retarded Citizens v. City of Temple Terrace*, 332 So.2d 610 (Fla. 1976), that local administrative proceedings should balance public interests when a governmental unit seeks a use contrary to applicable zoning; and

WHEREAS, Chapter 63-1247, Laws of Florida, as amended by Chapter 2005-315, Laws of Florida, creating the Authority, provided at section 7 that the

Authority's purpose and power were "generally to acquire, construct, improve, enlarge, repair, equip, operate and maintain hospitals and hospital facilities in Columbia County, Florida"; and

WHEREAS, subsection 7.(4) authorized the Authority to dispose of any such property; and

WHEREAS, the DCF lists Meridian facilities among Baker Act receiving facilities, with each county utilizing its own transportation plan; and

WHEREAS, regardless of whether Meridian will act on behalf of a governmental entity as the Hillsborough Association did,³ the Title II balancing test serves the same purpose of balancing public interests of the facilities and the community.

WHEREFORE, pursuant to Section 164.1053(2), Florida Statutes, the representatives of the Authority and City involved in the conflict assessment meeting propose the following tentative resolution to the Conflict.

1. The Recitals are incorporated and binding on the Authority and on the City.
2. The City and the Authority agree to incorporate in this Resolution certain reasonable modifications as authorized by Title II, and as agreed to between Meridian and the City in the Cooperation Agreement, to facilitate Meridian's

³ See, also, *Good Fella's Roll-Off Waste Disposal, Inc., v. Citrus County*, DOAH Final Order (September 4, 2015), aff'd Case No. 16-1667 (Fla. 5th DCA 2016) (hauler acting under contract to school board had home rule exemption from tipping ordinance).

serving qualified individuals with a disability, while mitigating any direct threat as required by Title II.

3. The City shall agree that the Authority may transfer ownership and control of the hospital and Property to another public or private mental health provider who may continue to operate a public or private hospital on the Property pursuant to this Authorization, provided that all such users of the Property must expressly enter into sufficient restrictions with the City to meet Title II.
4. The representatives of the Authority and the City shall present this Potential Resolution of the Chapter 164 Conflict Resolution Between Lake Shore Hospital Authority and the City of Lake City to the Board of Trustees of the Authority and to the City Council for consideration and formal approval, which may be incorporated into a written agreement between the parties.

LAKE SHORE HOSPITAL AUTHORITY

By: Dale Williams, Executive Director
Date:

CITY OF LAKE CITY, FLORIDA

By: Don Rosenthal, City Manager
Date:

EXHIBIT A

Parcels as defined by Property Appraiser's office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women's Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel northeast of hospital building

00-00-00-11794-000 – other tiny parcel northeast of hospital building

32-3S-17-13122-000 – parcel southeast of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, southeast of hospital building

COOPERATION AGREEMENT

The City of Lake City, Florida (“City”) and Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”) (collectively, the “Parties”), enter in this Cooperation Agreement this ____ day of _____, 2025.

RECITALS

A. Meridian intends to acquire the property described at Exhibit “A” (the “Property”).

B. The Property is located within the municipal limits of the City.

C. Meridian intends to use and improve the sixty-two (62)-year-old hospital facility (the “Hospital”) on the Property for the following uses (the “Uses”):

- Primary Care or Federally Qualified Health Center (“FQHC”)
- Inpatient Crisis/Emergency Program
- Crisis Stabilization Unit for Children and Adults
- Inpatient Psychiatric Beds (with the number of beds subject to funding)
- Not Including Long-Term Adult Residential Treatment Facility
- Not Including a Traditional Addictions Outpatient Counseling Program

D. The Parties desire to enter into this Cooperation Agreement to facilitate Meridian’s service to individuals with mental illness, which constitutes a “disability” covered by Title II of the Americans with Disabilities Act (“ADA”).

E. The Parties intend this Cooperation Agreement to state the agreement of the City to authorize Meridian’s use, and Meridian to mitigate potential impacts consistent with Title II of the ADA.

WHEREFORE, the Parties agree to the following in consideration of the mutual covenants:

1. Recitals. The Recitals are incorporated and binding on the Parties.
2. City Obligations. The City agrees to authorize Meridian’s uses of the Property as listed at Recital C., in consideration for Meridian’s obligations at paragraph 3., below.
3. Meridian’s Obligations. Meridian is committed to ensuring a safe and secure environment for both patients and staff in the proposed facility, Meridian at LakeShore. Meridian will provide 24/7 security as set forth by Meridian purchase and sale agreement with LakeShore Hospital Authority in addition to the security measures Meridian utilizes at all other facilities, including facility access controls and training in behavioral interventions. The security provided at Meridian at LakeShore shall be an integrated part of the team, able to assist staff and respond to situations on the units. All Meridian staff shall receive training on verbal de-escalation, managing volatile situations, and identifying factors that can escalate to aggression or violence. All Meridian staff working in inpatient

and acute care units shall receive additional training on effective aggression management in a healthcare environment. Meridian uses HSS Techniques for Effective Aggression Management (TEAM) as the training curriculum for a comprehensive risk mitigation program that includes physical interventions to manage conflict while reducing risk of injury. All security staff hired by Meridian or third-party security staff contracted with by Meridian shall also receive this training and support the staff providing client care in the Facility. Additionally, Meridian will work collaboratively with the Lake City Police Department to promote the efficient use of law enforcement personnel and to minimize situations requiring law enforcement presence at Meridian at LakeShore. While no list can be inclusive or exclusive, among the specific steps Meridian will take are:

- Sallyport(s) at facility for secure patient intake
- [Explain how best efforts for returning patients worked elsewhere and might work here]
- Fencing consistent with the “IAHSS Security Design Guidelines for Healthcare Facilities” and Florida regulatory standards for Crisis Stabilization Units. Fencing on the lakeside shall be wood, painted in a non-institutional color.
- Notify LCPD if a patient is reasonably believed to be a risk to self or others, consistent with 45 C.F.R. 164.512 (j)
- To the extent authorized by 45 C.F.R. 164.512 (f)(2) or other authority, notify LCPD of disclosable information for a patient who is missing or has escaped.

4. Joint Obligation. The City will assess the Facility to determine if the City’s public safety radio system (LCPD/LCFD/CCSO/CCFD/EMS) works within the Facility prior to issuance of a CO for the Facility. If not, Meridian will coordinate with Columbia County, which owns the public safety system the City uses, to install a suitable BDA/BBU (Bi-Directional Amplifier/Baseband Unit).

5. Specific Coordination Steps:

- Within fifteen (15) days after Meridian acquires the Property, the Parties shall designate respective members of a joint committee to address matters of mutual interest.
 - The Joint Committee shall consist of at least the head of the Meridian at Lakeshore operations and facility, together with LCPD Chief.
 - The Joint Committee shall meet not less often than once per calendar quarter, and more if special circumstances warrant.
- Meridian shall notify the LCPD , and the Authority of any consideration of expanding the Uses (“Expansion”), and at least sixty (60) days prior to applying for any permits or licenses for the intended Expansion. The Parties shall address the intended Expansion at a special Joint Committee meeting within fifteen (15) days of notice of intended Expansion. The Parties shall discuss possible impacts and possible mitigation, if any.

6. Alternative Dispute Resolution. The Parties may retain an independent mediator to resolve any material matter that is impasse.

7. Remedies. In the event of an alleged default of this Cooperation Agreement by either Party, the Parties agree:

- a. The allegedly non-defaulting Party will first seek mediation consistent with paragraph 6; and
- b. Failing resolution in mediation, the allegedly non-defaulting Party may file suit to enforce the terms of this Cooperation Agreement.

8. Successors. The Parties acknowledge that this Cooperation Agreement is being placed of public record in the Resolution of Chapter 164, Conflict Resolution between the Lake Shore Hospital Authority and the City. They acknowledge further that this Cooperation Agreement binds and inures to the benefits of all successors and assigns of the City and Meridian, including all successors in title or operation to the Hospital and successors in title to the Property.

IN WITNESS WHEREOF, the Parties to this Agreement have set their respective authorized signatures as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____

Print Name: _____

Title: _____

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.**

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

Parcels as defined by Property Appraisers office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel northeast of hospital building

00-00-00-11794-000 – other tiny parcel northeast of hospital building

32-3S-17-13122-000 – parcel southeast of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, southeast of hospital building

RESOLUTION NO 2025 - 058

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN RESOLUTION OF CHAPTER 164, CONFLICT RESOLUTION BETWEEN LAKE SHORE HOSPITAL AUTHORITY AND THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING 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, on January 13, 2025, the Lake Shore Hospital Authority (the “Authority”) and the City of Lake City, Florida (the “City”), officially engaged in the Conflict Resolution Process pursuant to Chapter 164, Florida Statutes, to negotiate a solution to the conflict over whether the Lake Shore Hospital, located at 440 NE Leon Street, Lake City, FL, (the “Property”) is a legal non-conforming use under the City’s comprehensive plan and land development regulations (“Conflict”); and

WHEREAS, on March 12, 2025, representatives of the Authority and the City held an initial conflict assessment meeting pursuant to Section 164.1053(1), Florida Statutes to discuss the issues pertaining to the conflict and an assessment of the Conflict from the perspective of each governmental entity; and

WHEREAS, at the initial conflict assessment meeting, the representatives of the Authority and the City agreed to propose a resolution to the Conflict and avoid further cost and inconvenience to all concerned, as set forth below; and

WHEREAS, Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”), has contracted with the Authority to purchase the Property for certain uses related to the delivery of mental health treatment services (the “Proposed Meridian Uses”); and

WHEREAS, the City wishes to authorize the Proposed Meridian Uses of the Property consistent

with Title II; and

WHEREAS, the City is willing to provide Title II reasonable modifications, accommodations, or both, to authorize the Proposed Meridian Uses, on conditions the City determines minimize risk of direct threat to the health or safety of others; and

WHEREAS, pursuant to Section 164.1053(2), Florida Statutes, the representatives of the Authority and City involved in the conflict assessment meeting propose the tentative resolution to the Conflict in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, resolving the Conflict by adopting the provisions of the Agreement 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. Resolving the Conflict by adopting the provisions of the Agreement is in the public or community interest and for the 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 City Manager of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. Upon adoption of the Agreement by the Authority, the City Manager and City Attorney of the City of Lake City are authorized and directed to cooperate with the Authority and Meridian to draft and present for approval such comprehensive final documents and instruments as are necessary and prudent to memorialize the substance of the Agreement between the City and the Authority; 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 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 ___, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**RESOLUTION OF CHAPTER 164, CONFLICT RESOLUTION
BETWEEN LAKE SHORE HOSPITAL AUTHORITY AND
THE CITY OF LAKE CITY, FLORIDA**

WHEREAS, on January 13, 2025, the Lake Shore Hospital Authority (the “Authority”) and the City of Lake City, Florida (the “City”), officially engaged in the Conflict Resolution Process pursuant to Chapter 164, Florida Statutes, to negotiate a solution to the conflict over whether the Lake Shore Hospital, located at 440 NE Leon Street, Lake City, FL, and better described in Exhibit A (“Property”), which formerly operated as a hospital in buildings that were constructed on the Property from 1963 forward, is a legal non-conforming use under the City’s comprehensive plan and land development regulations (“Conflict”) sufficient to enable a potential purchaser of the Property to use it as set forth below; and

WHEREAS, on March 12, 2025, representatives of the Authority and the City held an initial conflict assessment meeting pursuant to Section 164.1053(1), Florida Statutes to discuss the issues pertaining to the Conflict and an assessment of the Conflict from the perspective of each governmental entity; and

WHEREAS, at the initial conflict assessment meeting, the representatives of the Authority and the City agreed to propose a resolution to the Conflict and avoid further cost and inconvenience to all concerned, as set forth below; and

WHEREAS, Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”), has contracted with the Authority to purchase the Property for the following uses, along with such other uses as are permitted under the draft Deed Restrictions set forth in Exhibit C., ¶1 to the Agreement for the Conveyance of Real Property (the “Conveyance Agreement”) between the Lake Shore Hospital Authority of Columbia County, Florida (the “Authority”) and Meridian as of April 7, 2025:

- Primary Care or Federally Qualified Health Center (“FQHC”)

- Inpatient Crisis/Emergency Program
 - Crisis Stabilization Unit for Children and Adults
 - Inpatient Psychiatric Beds (with the number of beds subject to funding)
- (collectively, the “Proposed Meridian Uses”); and

WHEREAS, the Proposed Meridian Uses are subject to various state regulations by the Agency for Healthcare Administration (“AHCA”)¹ and the Department of Children and Families (“DCF”)²; and

WHEREAS, the City’s Comprehensive Land Use Plan (“Plan”) designates the Property as “Public,” which the Plan defines as follows: “PUBLIC – Land classified as public consist of public buildings and grounds, ... [and] public health facilities ...”; and

WHEREAS, a portion of the Property is zoned Residential (Conventional) Single Family (RSF-1), and the remainder of the Property is zoned Residential/Office (RO); and

WHEREAS, the Property has been previously used by a public hospital or a private hospital by lease, sublease, or lease assignment, from the Authority as Lessor; and

WHEREAS, RSF-1 does not allow hospitals, but RO lists hospitals as uses that are permissible by special exception; and

WHEREAS, no one has sought a rezoning or special exception from RS-1 or under RO, respectively; and

WHEREAS, the prior hospital uses on the Property did not include such components as the Florida Mental Health Act, Part I, Ch. 394, Fla. Stat. (“Baker Act”), or the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, Part V, Ch. 397, Fla. Stat. (“Marchman Act”), but

¹ Health Care Clinic, Crisis Stabilization Unit/Short-Term Residential Treatment Facility, Residential Treatment Facility, and as a Class-3 Psychiatric Hospital.

² All listed uses but Inpatient Psychiatric Beds that do not include short-term residential treatment beds require designation as a Baker Act Receiving Facility.

Baker Act and Marchman Act facilities are typical in general service hospitals; and

WHEREAS, land use planning and zoning programs have been held to constitute “programs ... [of] public entities” covered by Title II (“Title II”) of the Americans with Disabilities Act (the “ADA”), 42 U.S.C. §§ 12115, et seq.; and

WHEREAS, the Proposed Meridian Uses largely serve individuals with mental illness who constitute “qualified individual[s] with a disability” under Title II (28 C.F.R. § 35.104); and

WHEREAS, the City is willing to authorize the Proposed Meridian Uses of the Property consistent with Title II; and

WHEREAS, Title II does not protect persons who constitute “direct threat(s)” to the health or safety of others (28 C.F.R. §35.139(a)); and

WHEREAS, Title II requires a “direct threat” to be analyzed based on: (1) the nature, duration and severity of any risk; (2) the probability of a potential injury; and (3) whether reasonable modifications of policies, practices, or procedures would mitigate or eliminate the risk (28 C.F.R. §35.139(b)); and

WHEREAS, the City is willing to provide Title II reasonable modifications, accommodations, or both, to authorize the Proposed Meridian Uses, on conditions that the City determines minimize risk of direct threat to the health or safety of others; and

WHEREAS, Exhibit “B” memorializes the City’s authorization of the Proposed Meridian Uses on those conditions, consistent with Title II (the “Authorization”); and

WHEREAS, the Authority and the City are willing to enter into this Resolution based on the Authorization; and

WHEREAS, the Florida Supreme Court held in *City of Temple Terrace v. Hillsborough Association for Retarded Citizens*, 322 So.2d 571 (Fla. 2d DCA 1975), aff’d and adopted by *Hillsborough Association for Retarded Citizens v. City of Temple Terrace*, 332 So.2d 610 (Fla.

1976), that local administrative proceedings should balance public interests when a governmental unit seeks a use contrary to applicable zoning; and

WHEREAS, Chapter 63-1247, Laws of Florida, as amended by Chapter 2005-315, Laws of Florida, creating the Authority (the “Special Law”), provided at section 7 that the Authority’s purpose and power were “generally to acquire, construct, improve, enlarge, repair, equip, operate and maintain hospitals and hospital facilities in Columbia County, Florida”; and

WHEREAS, subsection 7.(4) of the Special Law authorized the Authority to dispose of any such property; and

WHEREAS, the DCF lists Meridian facilities among Baker Act receiving facilities, with each county utilizing its own transportation plan; and

WHEREAS, regardless of whether Meridian will act on behalf of a governmental entity as the Hillsborough Association did,³ the Title II balancing test serves the same purpose of balancing public interests of the facilities and the community.

WHEREFORE, pursuant to Section 164.1053(2), Florida Statutes, the representatives of the Authority and City involved in the conflict assessment meeting propose the following tentative resolution to the Conflict.

1. The Recitals are incorporated and binding on the Authority and on the City.
2. The City and the Authority agree to incorporate the Authorization in this Resolution to facilitate Meridian’s serving qualified individuals with a disability, while mitigating any direct threat as required by Title II.

³ See, also, *Good Fella’s Roll-Off Waste Disposal, Inc., v. Citrus County*, DOAH Final Order (September 4, 2015), aff’d Case No. 16-1667 (Fla. 5th DCA 2016) (hauler acting under contract to school board had home rule exemption from tipping ordinance).

3. The City shall authorize the Authority to transfer to Meridian, and Meridian to transfer ownership and control of the hospital and Property to another public or private mental healthcare provider who may operate on the Property pursuant to the Authorization, provided that all such users of the Property must be subject to sufficient conditions by the City for the intended successor use to meet Title II.
4. The representatives of the Authority and the City shall present this Potential Resolution of the Chapter 164 Conflict Resolution Between Lake Shore Hospital Authority and the City of Lake City to the Board of Trustees of the Authority and to the City Council for consideration and formal approval, which may be accepted by a written agreement between the Parties, a separate resolution by the governing board for each Party, or both, authorizing the Proposed Meridian Uses as set forth herein.
5. This Resolution may be signed in counterparts, which together shall constitute one original.

LAKE SHORE HOSPITAL AUTHORITY

By: Dale Williams, Executive Director
Date:

CITY OF LAKE CITY, FLORIDA

By: Don Rosenthal, City Manager
Date:

EXHIBIT “A”

Parcels as defined by Property Appraiser’s office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel northeast of hospital building

00-00-00-11794-000 – other tiny parcel northeast of hospital building

32-3S-17-13122-000 – parcel southeast of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, southeast of hospital building

EXHIBIT “B”

AMERICANS WITH DISABILITIES ACT, TITLE II, AUTHORIZATION

Consistent with Title II (“Title II”) of the Americans with Disabilities Act (“ADA”), the City of Lake City, Florida (the “City”) authorizes Meridian Behavioral Healthcare, Inc., a Florida not-for-profit corporation (“Meridian”), to conduct the following uses (“Uses”) at the “Property” as better described in Exhibit “A” to this Authorization, along with such other uses as are permitted under the draft Deed Restrictions set forth in Exhibit C., ¶1 to the Agreement for the Conveyance of Real Property (the “Conveyance Agreement”) between the Lake Shore Hospital Authority of Columbia County, Florida (the “Authority”) and Meridian as of April 7, 2025:

- Primary Care or Federally Qualified Health Center (“FQHC”)
- Inpatient Crisis/Emergency Program
- Crisis Stabilization Unit for Children and Adults
- Inpatient Psychiatric Beds (with the number of beds subject to funding)
- Not Including an Outpatient Medication Assisted Treatment Program
- Not Including Long-Term Adult Residential Treatment Facility
- Not Including a Traditional Addictions Outpatient Counseling Program
- Not Including a Youth Residential Treatment Program

to facilitate Meridian’s service to individuals with mental illness, which constitutes a “disability” covered by Title II. This Authorization is effective upon the latter of: (1) resolution of the Chapter 164, Conflict Resolution between Lake Shore Hospital Authority (“Authority”) and the City concerning the Property, which was initiated by the Authority on January 13, 2025; or (2) Meridian taking fee simple title to the Property.

The City authorizes Meridian’s use, on the following conditions:

- Meridian shall provide 24/7 security on the Property, which shall be an integrated part of the on-site Meridian team, and shall be able to assist Meridian staff and respond to situations on the units.
- Accordingly, Meridian and the Lake City Police Department (“LCPD”) shall work collaboratively to promote the efficient use of law enforcement personnel and to minimize situations requiring law enforcement presence at the Property.
- Specific requirements are as follows:
 - Prior to issuance of CO for the Meridian facility on the Property (the “Facility”), Meridian shall install sallyport(s) at all patient intake entryways to facilitate secure patient intake
 - Prior to issuance of CO, Meridian shall install fencing consistent with the “IAHSS Security Design Guidelines for Healthcare Facilities” and Florida

regulatory standards for Crisis Stabilization Units. Fencing on the lakeside shall meet all applicable codes.

- Meridian shall utilize best efforts to provide for coordinated discharge for individuals receiving care by Meridian, to include transportation to home, or other accommodations when needed, providing for discharge planners to assist in securing placement and step-down services and collaboration with caregivers and patient family members on transition plans, and to comply with all applicable court orders relating to the placement or discharge of individuals receiving care by Meridian.
- Notify LCPD if a patient is reasonably believed to be a risk to self or others, or as otherwise authorized by 45 C.F.R. 164.512 (j) and Meridian reasonably determines that LCPD assistance is needed to address such risks.
- To the extent authorized by 45 C.F.R. 164.512 (f)(2), notify LCPD of disclosable information for a patient who is missing from the Property.
- Prior to issuance of CO, Meridian will retain Columbia County's emergency service and public safety radio dispatch system vendor to assess the Facility to determine if the Columbia County's emergency services and public safety radio system (LCPD/LCFD/CCSO/CCFD/EMS) works within the entire Facility prior to issuance of a CO for the Facility. If not found adequate, Meridian will coordinate with the City, and with Columbia County, which owns the emergency services and public safety radio dispatch system the City uses, to install a suitable BDA/BBU (Bi-Directional Amplifier/Baseband Unit) prior to issuance of CO, with such coordination to include consideration of the sharing of costs associated with such installation.

In the event of an alleged default of this Authorization:

- a. The City will notify Meridian in writing of the alleged default and call an informal meeting between senior staff of the City and Meridian to attempt to resolve the alleged default.
- b. If informal resolution efforts fail, the City or Meridian may seek mediation.
- c. Failing resolution in mediation, the City may file for injunctive relief to enforce the terms of this Authorization, which shall be the City's sole remedy for violation of this Authorization. For the avoidance of doubt, violation of this Agreement shall not alone result in the withdrawal by the City of the rights of Meridian to engage in the Proposed Meridian Uses on the Property.

This Authorization binds and inures to the benefit of all successors and assigns of Meridian, including all successors in title to or operation of the Property, that are subject to Title II reasonable accommodation of use of treating patients with mental illness.

EXHIBIT “A”

Parcels as defined by Property Appraiser’s office:

00-00-00-11789-000 – Hospital Property, less and except East ½ of the parking lot north of the 2-Story Women’s Center (south of Franklin Street); the parking lot north of Franklin Street, south of Leon Street, and east of the LSHA Administration Building; and the Maintenance Building located on the NE corner of the LSHA Campus (proposed for lease to Columbia EMS)

00-00-00-11793-000 – tiny parcel northeast of hospital building

00-00-00-11794-000 – other tiny parcel northeast of hospital building

32-3S-17-13122-000 – parcel southeast of hospital (part of hospital grounds)

32-3S-17-13123-000 – parcel with helipad, southeast of hospital building

File Attachments for Item:

10. City Council Ordinance No. 2025-2302 (first reading) - An ordinance of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida, Chapter 70, Article IV, Police Officers' Pension Plan and Trust Fund; amending Section 70-96.1 to provide for payment of supplemental benefits to those receiving service incurred disability benefits and the continuation of supplemental benefits to joint annuitants prospectively; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2302 on first reading

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2302

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF**
2 **THE CITY OF LAKE CITY, FLORIDA, CHAPTER 70, ARTICLE IV, POLICE OFFICERS’**
3 **PENSION PLAN AND TRUST FUND; AMENDING SECTION 70-96.1 TO PROVIDE FOR**
4 **PAYMENT OF SUPPLEMENTAL BENEFITS TO THOSE RECEIVING SERVICE**
5 **INCURRED DISABILITY BENEFITS AND THE CONTINUATION OF SUPPLEMENTAL**
6 **BENEFITS TO JOINT ANNUITANTS PROSPECTIVELY; PROVIDING FOR**
7 **SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION;**
8 **AND PROVIDING FOR AN EFFECTIVE DATE.**

9 **WHEREAS**, the City of Lake City has created a Police Officers’ Pension Plan; and

10 **WHEREAS**, the Board of Trustees of the Plan recommend that the Pension Plan be amended to
11 extend the supplemental benefit to duty disability retirees and to the surviving joint annuitants
12 of all retirees, and allow the Board, in extenuating circumstances, to use a claimant’s personal
13 doctor in determining a disability; and

14 **WHEREAS**, the City Council of Lake City finds that the provisions of this Ordinance are in the best
15 interests of the health, safety and welfare of the citizens and others within Lake City; now,
16 therefore,

17 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

18 **SECTION 1. POLICE PENSION PLAN SUPPLEMENTAL BENEFITS**

19 Chapter 70, Section 70-96.1 of the City of Lake City Code of Ordinances is hereby amended
20 to read as follows:

21 **Sec. 70-96.1 - Retirement supplement.**

22 For members actively employed as of January 1, 2004, who retire after becoming eligible
23 for normal or early retirement, a monthly supplement equal to \$10.00 per month times
24 years of credited service shall be payable for the lifetime of the member, commencing
25 on the first day of the month that falls on or follows the member's retirement or, if later,
26 the end of the members DROP participation. Effective August 1, 2024, the supplemental
27 benefit shall be paid to members receiving a service incurred disability benefit and shall
28 continue for joint annuitants prospectively. Members who have retired prior to January
29 1, 2004, are not eligible for this retirement supplement.

30 **SECTION 2. SELECTION OF TREATING PHYSICIAN(S) IN EXIGENT CIRCUMSTANCES**

31 Chapter 70, Section 70-97(k) of the City of Lake City Code of Ordinances is hereby amended
32 to read as follows:

33 **Sec. 70-97. - Disability.**

34 (k) Application for disability retirement shall be made on a form prescribed by the
35 board of trustees. The member shall execute such medical releases as are necessary
36 to permit the board of trustees to review the medical records needed to determine
37 the question of disability and to discuss said records at a public meeting. Upon
38 receipt of an application for disability, the board shall appoint a medical committee
39 to be composed of not less than one nor more than three licensed physicians. The
40 applicant for disability shall be required to submit to examination by the medical
41 committee. The medical committee shall report its findings to the board of the
42 trustees which shall include a determination, to the extent reasonably possible, the
43 origin of the disability, whether the disability is permanent, and whether the
44 disability is total. In making that determination, the medical committee shall be
45 bound by the definition of disability set forth in this plan. In exigent circumstances,
46 the board may select the member's treating physician(s) or surgeon(s) as the
47 medical committee in an unusual case where the board determines that it would
48 be reasonable and prudent to do so.

49 **SECTION 3. CODIFICATION**

50 It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance
51 shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The
52 Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be
53 changed to "Section", "Article" or such other word or phrase in order to accomplish such
54 intention. The correction of typographical errors which do not affect the intent or substance of
55 the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent
56 of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same
57 with the City.

58 **SECTION 4. REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT**

59 All ordinances and resolutions, or parts of ordinances and resolutions in conflict with this
60 Ordinance are, to the extent they conflict with this Ordinance, repealed.

61 **SECTION 5. PROVIDING FOR SEVERABILITY**

62 It is the declared intent of the City Council of the City of Lake City that, if any section, sentence,
63 clause, phrase, or provision of this ordinance is for any reason held or declared to be
64 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding
65 of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and
66 the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be
67 valid.

68 **SECTION 6. EFFECTIVE DATE**

69 This Ordinance shall be effective on the date of final adoption by the City Council of the City of
70 Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting,
on the ____ day of April, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the
City Clerk of the City of Lake City, Florida on the ____ day of April, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a
quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of
April, 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:

Clay Martin, City Attorney

File Attachments for Item:

11. City Council Ordinance No. 2025-2304 (first reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date.

Adopt City Council Ordinance No. 2025-2304 on first reading

**CITY OF LAKE CITY, FLORIDA
ORDINANCE NUMBER 2025-2304**

1 **AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES**
2 **WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE**
3 **REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING**
4 **UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND**
5 **REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES;**
6 **ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP;**
7 **REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING**
8 **FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY;**
9 **AND PROVIDING AN EFFECTIVE DATE**

10 **WHEREAS**, the City of Lake City (the “City”) exercises regulatory authority over land use matters
11 in the City (the “Regulatory Function”); and

12 **WHEREAS**, to perform its Regulatory Function, the City provides certain services for the benefit
13 of those who develop land in the City and for the benefit of the public welfare (the “Services”);
14 and

15 **WHEREAS**, the City requires the payment of certain fees to the City by those developing land in
16 the City for the purpose of compensating the City for its development review services as it
17 implements the land development regulations(the “Fees”); and

18 **WHEREAS**, the Fees must be updated from time to time to ensure the Fees charged are
19 reasonably related to the cost incurred by the City to provide the Services; and

20 **WHEREAS**, the current Fees are less than the City’s costs to provide the services; and

21 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
22 necessary and in the interest of prudent management of public assets and business affairs to
23 update the Fees to perform the Services in order to equitably and adequately fund the cost of
24 such essential services; now, therefore

25 **BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:**

26 **SECTION 1. ZONING AND LAND USE MATTERS – FEES ESTABLISHED**

27 Chapter 110, Section 110-25, City of Lake City Code of Ordinances is hereby created and shall
28 read and provide as follows:

29 **Sec. 110-25. Schedule of Fees for Zoning and Land Use Matters.**

30 The following fees are required for each corresponding application or service at the time
31 of application submittal. The following advertising fees to be collected at the time of
32 application submittal are based on the City’s estimated costs of advertising and
33 represent the minimum advertising fee charged for each application type. If the City’s
34 actual cost of advertising exceeds the required advertising fee the applicant shall remit
35 the difference to the City upon receipt of notification thereof to the applicant from the
36 City.

	<u>APPLICATION</u>	<u>APPLICATION</u>	<u>ADVERTISING</u>	<u>TOTAL</u>
	<u>TYPE</u>	<u>FEE</u>	<u>FEE</u>	<u>FEES</u>
<u>Comprehensive Plan</u>				
<u>Amendments</u>				
41	Small Scale Amendment	\$1,250.00	\$500.00	\$1,750.00
42	Large Scale Amendment	\$4,000.00	\$900.00	\$4,900.00
<u>Amend the Text of the</u>				
43	<u>Comprehensive Plan</u>	<u>\$2,000.00</u>	<u>\$900.00</u>	<u>\$2,900.00</u>
<u>Amend the Official</u>				
44	<u>Zoning Atlas</u>	<u>\$1,250.00</u>	<u>\$600.00</u>	<u>\$1,850.00</u>
<u>Land Development</u>				
<u>Regulations Amendments,</u>				
<u>Text, and Rezoning</u>				
<u>Site-Specific Amendments to</u>				
45	<u>the Official Zoning Atlas,</u>			
46	<u>50 acres or less</u>	<u>\$1,250.00</u>	<u>\$600.00</u>	<u>\$1,850.00</u>
<u>Site Specific Amendment to</u>				
47	<u>the Official Zoning Atlas,</u>			
48	<u>greater than 50 acres.....</u>	<u>\$4,000.00</u>	<u>\$800.00</u>	<u>\$4,800.00</u>
<u>Amend the text of the Land</u>				
49	<u>Development Regulations</u>	<u>\$2,000.00</u>	<u>\$900.00</u>	<u>\$2,900.00</u>

58	<u>Special Exception</u>			
59	<u>Special Exception</u>	\$750.00	\$300.00	\$1,050.00
60	(except communication towers)			
61	<u>Special Exception for</u>			
62	<u>Communication Towers</u>	\$3,500.00	\$300.00	\$3,800.00
63	*plus consulting fees incurred by the City			
64	in excess of \$2,500.00 for technical review			
65	of tower applications			
66	<u>Variance</u>			
67	<u>Variance</u>	\$750.00	\$250.00	\$1,000.00
68	<u>Change in</u>			
69	<u>Non-Conforming Use</u>	\$750.00	\$250.00	\$1,000.00
70	<u>Appeal to the Board</u>			
71	<u>of Adjustment</u>			
72	<u>Appeal of the Decision or</u>			
73	<u>Interpretation of the LDR</u>			
74	<u>by Administrator</u>	\$750.00	\$300.00	\$1,050.00
75	<u>Appeal to the City Council</u>			
76	<u>An appeal of the decision</u>			
77	<u>of the Planning & Zoning</u>			
78	<u>Board and/or the Board</u>			
79	<u>of Adjustment</u>	\$750.00	\$250.00	\$1,000.00
80	<u>Subdivision and</u>			
81	<u>Development Plan Review</u>			
82	<u>Minor Subdivision –</u>			
83	<u>4 lots or less</u>	\$1,000.00	\$250.00	\$1,250.00
84	(includes review of Final Plat)			
85	<u>Major Subdivision –</u>			
86	<u>5 or more lots</u>	\$3,000.00	\$600.00	\$3,600.00
87	(includes review of Preliminary			
88	Plat, Construction Plans, and			
89	Final Plat)			
90	<u>Site Plan Review</u>	\$500.00	\$200.00	\$700.00
91	<u>Site Plan Extension of Time</u>	\$500.00	\$200.00	\$700.00

92	<u>Planned Residential</u>			
93	<u>Development</u>			
94	<u>PRD Zoning Application</u>			
95	<u>and Preliminary</u>			
96	<u>Development Plan</u>	<u>\$3,000.00</u>	<u>\$900.00</u>	<u>\$3,400.00</u>
97	<u>PRD Final</u>			
98	<u>Development Plan</u>	<u>\$1,200.00</u>	<u>\$250.00</u>	<u>\$1,450.00</u>
99	<u>PRD Extension of Time</u>	<u>\$750.00</u>	<u>\$250.00</u>	<u>\$1,000.00</u>
100	<u>Administrative</u>			
101	<u>Minor Modification to</u>			
102	<u>an approved Site Plan</u>	<u>\$150.00</u>		<u>\$150.00</u>
103	<u>Certificate of</u>			
104	<u>Concurrency Compliance</u>	<u>\$100.00</u>		<u>\$100.00</u>
105	<u>Certificate of Land</u>			
106	<u>Development Regulations</u>			
107	<u>Compliance</u>	<u>\$100.00</u>		<u>\$100.00</u>
108	<u>Zoning Approval for</u>			
109	<u>Alcoholic Beverage License</u>	<u>\$75.00</u>		<u>\$75.00</u>
110	<u>Zoning Verification</u>	<u>\$100.00</u>		<u>\$100.00</u>
111	<u>Historic</u>			
112	<u>Preservation Agency</u>			
113	<u>Certificate of</u>			
114	<u>Appropriateness – Minor</u>	<u>\$50.00</u>		<u>\$50.00</u>
115	<u>Certificate of</u>			
116	<u>Appropriateness – Major</u>	<u>\$125.00</u>	<u>\$200.00</u>	<u>\$325.00</u>

117 **SECTION 2. ZONING AND LAND USE MATTERS – APPLICATIONS GENERALLY**

118 Chapter 110, Section 110-50, City of Lake City Code of Ordinances is hereby created and shall
119 read and provide as follows:

120 **Sec. 110-50. Zoning and Land Use Applications Generally.**

121 (a) No application shall be accepted for processing until the required application fee is
122 paid in full by the applicant. An application fee may be refunded only if the
123 application is withdrawn prior to the City incurring direct costs in processing the

124 application (e.g., copying and distributing copies to staff and/or consultants,
125 reviewing application materials, posting and/or mailing public notices, advertising,
126 postage, printing reports, etc.)

127 (b) The City, in its sole discretion, may engage the professional services of outside
128 consultants in relevant professional disciplines including, but not limited to, traffic
129 engineering, civil engineering, electrical engineering, landscape architects, planning
130 consultants, and acoustical consultants, to review and comment on a petition,
131 application, or appeal. The City shall invoice the applicant for all costs associated
132 with expert reviews by outside consultants. All costs associated with outside review
133 fees shall be paid in full prior to any legislative and/or quasi- judicial action of any
134 type or kind on the petition, application, or appeal.

135 (c) In the event re-advertisement of an application is required due to any delay or
136 postponement requested or agreed to by the applicant, or necessitated by some
137 act or failure to act on the part of the applicant, a supplemental fee for outgoing
138 mail costs and published advertisement costs will be charged to the applicant
139 regardless of whether the initial fee was waived. This supplemental fee is intended
140 to cover additional costs for re-mailing and re-advertising an application. This
141 invoice shall be paid in full prior to placing the matter on any agenda for legislative
142 and/or quasi-judicial action of any type or kind on the petition application or appeal.

143 (d) A separate fee shall be charged for each action requested unless the Land
144 Development Regulations Administrator determines the action requested is related
145 to another requested action by the applicant and the request will require no
146 additional staff time or costs.

147 (e) Notwithstanding any other provisions to the contrary, any filing fee required under
148 the City's Land Use and Zoning Regulations schedule of fees may be waived for any
149 applicant which is an agency of the government of the United States, an agency of
150 Columbia County, or an agency of the State of Florida, if written request is received
151 by the City within five (5) working days of submission of the application. However,
152 the agency shall be required to incur all costs associated engagement of
153 professional consultants, or with advertising, publishing, and mailing of the
154 notification.

155 (f) The City Manager may reduce a required application fee where it is found:
156 (1) special circumstances, not caused by or otherwise under the control of the
157 applicant, justify a reduction in the fee; and,
158 (2) the actual direct cost to the City for processing the application will not exceed
159 the actual fee collected.

160 In no case may a reduced fee be less than the costs incurred by the City associated
161 with published and mailed notification. No request for reduction in the fee shall be
162 considered unless the request is received in writing within five (5) business days
163 following the date an application is submitted to the Growth Management
164 Department.

165 (g) The City Manager may waive all or a portion of the temporary use permit fee when
166 the Land Development Regulations Administrator determines a personal hardship
167 exists on the applicant. The burden of proof of such hardship must be adequately
168 demonstrated by the applicant to the Land Development Regulations
169 Administrator.

170 (h) Certificate of Land Development Regulations Compliance fees are non-refundable.
171 This includes, but is not limited to, instances where fees are collected for a
172 determination review associated with an application for a Local Business Tax
173 Receipt which is found to be inconsistent with the Land Development Regulations
174 and thus denied.

175 **SECTION 3. CODIFICATION**

176 It is the intention of the City Council of the City of Lake City that the provisions of this Ordinance
177 shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The
178 Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be
179 changed to "Section", "Article" or such other word or phrase in order to accomplish such
180 intention. The correction of typographical errors which do not affect the intent or substance of
181 the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent
182 of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same
183 with the City.

184 **SECTION 4. REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT**

185 All ordinances and resolutions, or parts of ordinances and resolutions in conflict with this
186 Ordinance are, to the extent they conflict with this Ordinance, repealed.

187 **SECTION 5. PROVIDING FOR SEVERABILITY**

188 It is the declared intent of the City Council of the City of Lake City that, if any section, sentence,
189 clause, phrase, or provision of this ordinance is for any reason held or declared to be
190 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding
191 of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and

192 the remainder of this Ordinance, after the exclusion of such part or parts, shall be deemed to be
193 valid.

194 **SECTION 6. EFFECTIVE DATE**

195 This Ordinance shall be effective on the 61st day following the date of final adoption by the City
196 Council of the City of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting,
on the ____ day of March, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the
City Clerk of the City of Lake City, Florida on the ____ day of March, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a
quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of
March, 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:

Clay Martin, City Attorney

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 2025-2304- AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES; ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND 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 law¹ 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;
 - 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.

¹ See Section 166.041(4)(c), Florida Statutes.

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): **AN ORDINANCE PERTAINING TO LAND DEVELOPMENT REGULATION FEES WITHIN THE CITY OF LAKE CITY; REPEALING EXISTING LAND USE REGULATION FEES ESTABLISHED BY RESOLUTION 2019-099; ESTABLISHING UPDATED FEES FOR LAND DEVELOPMENT REGULATION PROCESSING AND REVIEW; ESTABLISHING PROVISIONS REGARDING PAYMENT OF SAID FEES; ESTABLISHING EXCEPTIONS THERETO FOR FINANCIAL HARDSHIP; REPEALING ALL RESOLUTIONS AND ORDINANCES IN CONFLICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

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.

See attachment A, ordinance 2025-2304, for a list of change in fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Any business applying for a land use action could be impacted.**

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].

File Attachments for Item:

12. City Council Resolution No. 2025-006 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the State of Florida Department of Environmental Protection for Petroleum Cleanup Participation Program Funding; 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.

MEETING DATE
April 7, 2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
ITEM NO.	

SUBJECT: Accept Petroleum Cleanup Participation Program (PCPP) Grant from FDEP to facilitate cleanup and remediation of petroleum discharge at Lake City Gateway Airport

DEPT / OFFICE: Lake City Gateway Airport/City Attorney’s Office

Originator: Ed Bunnell, Airport Director

City Manager Don Rosenthal	Department Director Ed Bunnell	Date 04/07/25
--------------------------------------	--	-------------------------

Recommended Action:
Adopt Resolution 2025-006 approving participation in PCPP grant, and authorizing and direction Mayor to execute documents necessary to commence such grant participation

Summary Explanation & Background:
In 1956 the City leased certain lands at the Lake City Gateway Airport (the “Sawmill Lands”) to Daniels Lumber, Inc. In the ensuing years, until 19xx Daniels Lumber occupied the Sawmill Lands via a series of leases and lease extensions and operated a sawmill on those lands at the airport. In 19xx, through a series of transactions Daniels Lumber sold the sawmill and its operations to the entity that ultimately became Great South Timber & Lumber, Inc., the current operator of the sawmill on the airport lands. At the time of the sale in 19xx, there was one known petroleum discharge at the sawmill (“Discharge #1”) that occurred during the period of the Daniels Lumber occupancy. This discharge was not caused by Great South or the City. Subsequently, in 20xx Great South discovered additional underground storage tanks (“USTs”) originating from the Daniels Lumber era and reported that discovery and those USTs to the City and FDEP (“Discharge #2”). Those tanks have been removed from the ground, but the discharge has not been remedied.

Both discharges are eligible for the FDEP PCPP grant program which will fund (up to \$250,000 per discharge) the remediation of the discharges at the Sawmill Lands by creating a system of containment of the discharges. The site will be encumbered by restrictive covenants prohibiting the use of the lands for residential and similar uses. Great South has willingly cooperated with the City and FDEP throughout the PCPP application process and intends to continue to operate a sawmill at the site. In the near future Great South and the City intend to negotiate a lease renewal/extension to be considered by the City Council for approval.

Alternatives:
Not accept the PCPP grant funds. The City would be responsible for funding the cleanup from City funds rather than through grant funds.

Source of Funds:
State of Florida Department of Environmental Protection

Financial Impact:
No direct financial impact from responsibility to remediate discharges.

Exhibits Attached:
Resolution 2025-006 and documents attached thereto for approval.

RESOLUTION NO 2025 - 006
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 ENVIRONMENTAL PROTECTION FOR PETROLEUM CLEANUP PARTICIPATION PROGRAM FUNDING; 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") is the owner of lands generally known as the Lake City Gateway Airport (the "Airport"); and

WHEREAS, certain outparcels at the Airport are leased to certain tenants for commercial and industrial purposes; and

WHEREAS, one such tenant is Great South Timber & Lumber, LLC, a Florida limited liability company ("Great South"); and

WHEREAS, Great South occupies and leases from the City certain lands generally identified by tax parcel number 02-4S-17-07483-007 (the "Subject Property") for use as a sawmill; and

WHEREAS, Great South's predecessor in occupancy of the Subject Property is Daniels Lumber, Inc., a Florida corporation, now dissolved ("Daniels"); and

WHEREAS, prior to Great South's acquisition of Daniels and its occupancy of the Subject Property in 2002, petroleum discharges were identified and disclosed to the City and the State of Florida Department of Environmental Protection (the "Agency"); and,

WHEREAS, during Great South's occupancy of the Subject Property in 2017, previously undisclosed petroleum storage tanks were discovered, removed, and disclosed to the City and the Agency; and

WHEREAS, none of the Discharges identified were caused by Great South, and Great South has cooperated with the City and the Agency regarding disclosure and remediation efforts for the Subject Property; and

WHEREAS, the Agency, pursuant to Florida statute, is requiring the City, as owner of the Subject Property, to remediate certain impacts of the Discharges; and

WHEREAS, the State of Florida has established the Petroleum Cleanup Participation Program (the "Grant Program") to provide grant funds to the City to assist the City with the remediation of the Discharges; and

WHEREAS, the City desires to retain Terracon Consultants, Inc., a Florida corporation, (the "Consultant") as the consulting and engineering firm to assist and advise the City in remediating the impacts of the Discharges in compliance with the Grant Program; and

WHEREAS, the Grant Program will provide up to \$1 million to the City to assist the City in remediating the discharges; and

WHEREAS, the City is required to provide a twenty-five (25) percent match (the "Match") as a condition of receiving the funds from the Grant Program; and

WHEREAS, the Consultant will be compensated from the proceeds of the Grant Program; and

WHEREAS, the City has multiple options in determining how it fulfills the Match, including opting that the Subject Property be "conditionally" remediated, rather than being fully remediated, applying the cost-differential between conditional remediation and full remediation as the Match to be provided by the City; and

WHEREAS, the Subject Property is historically an industrial site with little to no possibility of ever being utilized for residential purposes; and

WHEREAS, the City, the Agency, and the Consultant agree conditional remediation is an adequate and viable option that provides cost-savings to the City and the Agency, while also reasonably mitigating risks to the public from the impacts of the Discharges on the industrial site; and

WHEREAS, the Agency has provided to the City certain agreements necessary to participate in the Grant Program; and

WHEREAS, the City desires to participate in the Grant Program to receive funds to assist in remediating the effects of the Discharges by adopting and approving the terms of such agreements; and

WHEREAS, in furtherance of the City participating in the Grant Program, the Agency has provided to the City that certain *Agreement for Petroleum Cleanup Participation Program* in the form attached hereto as Exhibit "A", and the City desires to adopt and approve same; and

WHEREAS, in furtherance of the City participating in the Grant Program, the Agency has provided to the City that certain *Property Owner Conditional Closure Agreement for PCPP Discharges* in the form attached hereto as Exhibit “B”, and the City desires to adopt and approve same; and

WHEREAS, in furtherance of the City participating in the Grant Program, the Agency has provided to the City that certain *Declaration of Interim Restrictive Covenants* in the form attached hereto as Exhibit “C”, and the City desires to adopt and approve same (hereinafter Exhibits “A”, “B”, and “C” shall be collectively referenced as the “Grant Program Agreements”); and

WHEREAS, Great South desires to facilitate the remediate the effects of the Discharges on the Subject Property by consenting to the terms of said *Declaration of Interim Restrictive Covenants*, and to otherwise reasonably cooperate with the City, the Consultant, and the Agency by among other things, providing access to the Subject Property; and

WHEREAS, in furtherance of the City participating in the Grant Program, a *PCPP Scope of Work and Cost Estimate for 25% Cost Savings via RMO II* (the “SOW/Cost Estimates”) has been prepared for each of the two discharges on the Subject Property, such SOW/Cost Estimates being attached hereto as Composite Exhibit “D”; and

WHEREAS, remediating the impacts of the Discharges by approving and adopting the Grant Program Agreements 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. Remediating the impacts of the Discharges by adopting the Grant Program Agreements is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Grant Program Agreements in the form of the exhibits attached hereto should be and are approved by the City Council of the City of Lake City; and
3. In furtherance thereof, the SOW/Cost Estimates are acknowledged and adopted hereby; and
4. 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
5. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City

to the terms of the Grant Program Agreements; and

6. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Grant Program Agreement; and
7. 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
8. 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 2, 2024

City of Lake City
PO Box 2249
Lake City, FL 32056

Subject: Notice of State Funding for Site Rehabilitation of Petroleum Contamination & Petroleum Cleanup Participation Program (PCPP) Requirements
Daniels Lumber Co
1135 SE State Road 100
Lake City, Columbia County, FL
FDEP Facility ID# 128519197
Discharge Dates: 06/22/1992 (PCPP); 05/22/2017 (PCPP)
Score: 9

Dear Property Owner:

This is to notify you that state funding is available for the cleanup of petroleum contamination at the above listed location from the Petroleum Cleanup Participation Program (PCPP) pursuant to Section 376.3071, Florida Statutes (F.S.). This discharge is eligible for PCPP for up to \$400,000 in state funding (with an additional \$100,000 auxiliary funding for remediation and monitoring if needed) per eligible PCPP discharge, less any funds spent to date. Because site rehabilitation funding assistance is now available for the eligible discharge, the property owner, operator, or person otherwise responsible for site rehabilitation must enter into a PCPP Agreement providing the Department with either a 25% cost savings, 25% copayment, or combination of both copayments and cost savings equal to 25% of the site rehabilitation costs.

The Department has limited contamination assessment information already on file indicating remediation is necessary. Timely submittal of a fully executed PCPP Agreement and backup documents with the Department is a statutory requirement for maintaining PCPP eligibility. **Please submit the required PCPP Agreement and backup documents within 60 days of receipt of this notice.**

Exhibit "A"

Page 1 of 9

12-10-2021 Initial Agreement Request

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

City of Lake City
FDEP Facility # 128519197
August 2, 2024
Page | 2

PCPP Instructions and the PCPP Agreement template are attached and can be downloaded at the following link: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>

The PCPP Agreement and any backup documentation applicable can be submitted to email DWM_PRP_PCPP@FloridaDEP.gov.

If you do not have access to equipment that would enable you to view or complete the documents digitally, please reply to this letter by contacting the PCPP Coordinator (contact information below) and the items can be mailed to the address you provide.

PCPP Coordinator
Bob Martinez Center
2600 Blair Stone Road MS 4580
Tallahassee, Florida 32399
Email: DWM_PRP_PCPP@FloridaDEP.gov
Phone: 850-245-8882

A list of Agency Term Contractors (ATC) can be found here:
https://prodapps.dep.state.fl.us/www_stcm/contractors/Atc_region/Atc_region_v

If you choose not to participate in the PCPP, inform the Department PCPP Coordinator within 30 days of receipt of this letter and immediately begin site rehabilitation in accordance with Chapter 62-780, Florida Administrative Code, at your own expense.

If you should have any questions, please contact the PCPP Coordinator at (850) 245-8882 or reply to this letter contact at the letterhead address, Mail Station 4580.

Sincerely,

PCPP Coordinator and staff
Florida Department of Environmental Protection
Petroleum Restoration Program
Email: DWM_PRP_PCPP@FloridaDEP.gov

Attachments: PCPP Agreement

ec: Facility Oculus File

Exhibit "A"

Page 2 of 9

AGREEMENT FOR PETROLEUM CLEANUP PARTICIPATION PROGRAM

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "Department"), whose address is 2600 Blair Stone Road, Tallahassee, Florida, and City of Lake City (hereinafter "Participant"), whose address is 205 North Marion Avenue, Lake City, Florida 32055 (collectively the "Parties") to perform certain site rehabilitation activities for contamination determined eligible for the Petroleum Cleanup Participation Program (hereinafter "PCPP") in accordance with Section 376.3071(13), Florida Statutes (F.S.). The petroleum contamination subject of this Agreement is the discharge(s) date(s) 06/22/1992, 05/22/2017 at the Daniels Lumber Co (facility name) facility located at 1135 SE State Road 100, Lake City, Columbia County, Florida, DEP Facility ID # 128519197.

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department is authorized to provide state funding assistance for petroleum discharges determined eligible for PCPP, based on the site's priority ranking established pursuant to Section 376.3071(5)(a), F.S., and Chapter 62-771, Florida Administrative Code (F.A.C.); and

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department has determined the described contamination eligible and Participant provided the required Limited Contamination Assessment Report (hereinafter "LCAR") or assessment data [Interim Assessment Report dated 10/04/17 (Report Title and Date)] exists and was determined to be sufficient to support the proposed course of action and to estimate the cost of the course of action; and

WHEREAS, the Participant shall provide one of the following: a 25% cost savings to the Department, a 25% copayment by the Participant, or a combination of both a cost savings and copayment that totals 25%.

WHEREAS, the Contractor who will conduct the work under this Agreement does so pursuant to Chapter 62-772.401(2), F.A.C. The Contractor, to be eligible to perform work under this Agreement, must be an Agency Term Contractor (ATC) awarded under the Department's Petroleum Restoration Program and is currently in good standing under the Agency Term Contract. The Contractor shall perform the work at the Facility pursuant to the terms and conditions of its i) ATC, ii) this Agreement, and iii) any and all issued Purchase Orders ("POs").

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

Exhibit "A"

Page 3 of 9

PARTICIPANT AGREES TO PROCEED UNDER THE SELECTED OPTION
(please select and initial only ONE option and appropriate sub-options if applicable)

1. Participant is providing a 25% cost savings to the Department:

Attached as Exhibit A the agency term contractor's (ATC's) written acceptance to a reduction in its Department ATC rates.

OR

Attached as Exhibit A is the Participant's executed PCPP Conditional Closure Agreement (CCA, including Attachment B Conditional Closure Agreement Contractor Recommendation) with an endpoint of RMO II. Also attach evidence of a properly recorded interim declaration of restrictive covenant.

Participant Initials _____
If cost savings selected

2. Participant is paying a 25% copayment of the cost to cleanup.

Participant Initials _____
If copayment selected

3. Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup (Attached as Exhibit A, recommended ATC's written acceptance to a reduction in its Department ATC rates and the Participant copayment percentage combination).

Participant Initials _____
If combination selected

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and the Participant do hereby agree as follows:

GENERAL.

1. All activities associated with the performance of this Agreement shall be in conformance with the provisions of Chapter 376, F.S., and Chapters 62-780, 62-771, and 62-772, F.A.C. The Parties hereto agree that this Agreement shall additionally be subject to the applicable provisions of Chapter 287, F.S.

2. The Participant understands that during the course of site rehabilitation, the Department may, based on the statutes, rules and guidance of the Department, revise a site rehabilitation strategy due to technical or cost considerations.

TERM OF AGREEMENT AND SPENDING LIMITS.

3. This Agreement is effective on the date of execution by the Parties until the earlier of: (1) the Department has determined that rehabilitation is complete pursuant to Chapter 62-780, F.A.C. and issues a Site Rehabilitation Completion Order (SRCO) or Conditional Site Rehabilitation Completion Order (CSRCO); or (2) the funding limitations set forth in Section 376.3071(13)(b), F.S., are exhausted and site rehabilitation has not been achieved.

4. The PCPP program funding cap per eligible PCPP discharge is \$400,000, less any funds previously spent to date, with an additional \$100,000 in auxiliary funding (available via amendment to this agreement if needed for remediation or monitoring in order to achieve a No Further Action determination).

COVENANTS AND REPRESENTATIONS OF THE DEPARTMENT.

5. In accordance with Sections 376.3071, F.S., and rules adopted pursuant to that Section, the Department will prepare Work Assignments, and procure the work as appropriate with the contractor designated and will thereby be responsible to the contractor solely for the Department's percentage of its cost share, whether that cost is 100% after a cost savings has been demonstrated, 75% cost share, or combination of both.

6. The Department will review and approve site rehabilitation activities in accordance with the terms of the procurement orders and Chapter 62-780, F.A.C., and shall make copies of such documents available to the Participant in the electronic site file Oculus (<https://depdms.dep.state.fl.us/Oculus/servlet/login>). The Participant is further advised and understands that the Department may task a locally contracted county with review of site rehabilitation documents or procurement documents under this Agreement.

7. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Participant understands that this Agreement shall not result in the encumbering of State funds upon execution of the Agreement.

COVENANTS AND REPRESENTATIONS OF THE PARTICIPANT.

8. The Participant represents that he or she or it is qualified to enter into this Agreement and able to fully perform their duties under this Agreement. Participant acknowledges that the responsibilities and obligations of this Agreement survive the transfer of the above referenced facility/property.

9. When the Participant is paying a 25% copayment, or copayment combination, the Participant further agrees that it shall be subject to the prompt payment provisions of Section 215.422, F.S., upon receipt of an invoice for its share of costs from the Contractor, when such invoice is accompanied by a written approval by the Department of the work completed.

10. When Participants are paying a copayment, the Participant shall maintain and provide upon request, documentation that the invoice amount was paid. Failure to timely and adequately pay the contractor and provide proof of that payment to the Department upon request shall be considered a material breach of the PCPP Agreement pursuant to paragraph 14 and may result in loss of eligibility. The Department will request confirmation of payment/ contractor certification either via letter or e-mail after the Department has approved the contractor's work.

11. In accordance with Chapter 376, F.S., it is unlawful for the Participant to receive any remuneration, in cash or in kind, from a Contractor performing cleanup activities subject of this Agreement. This would include an agreement whereby the Participant does not make timely payments of the required copayment when the option of 25% copayment or copayment and cost savings combination.

12. When a Participant is paying 25% copayment or copayment and cost savings combination, the Participant shall maintain books, records, documents and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Department, the State of Florida or their authorized representatives shall have access, without cost, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five years following termination of this Agreement.

TERMINATION OF AGREEMENT AND REMEDIES FOR BREACH OF AGREEMENT.

13. This Agreement may be terminated for material breach of obligations by either Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Party within 14 days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. If the breach is remedied within 15 days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 days of the notice, the Agreement may be terminated within 15 days of the close of the 15 day remedy period. Failure to timely pay the Participant's 25% copayment or 25% copayment and cost savings combination is considered a material breach of this PCPP Agreement. In the event that the Department determines, in its sole discretion, that the Participant is in breach of this Agreement, the Department reserves the right to exercise all remedies at law and equity.

14. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Participant to allow public access to all documents, papers, letters or other material regardless of the physical form, characteristics, or means of transmission, made or received subject to the provisions of Chapter 119, F.S., in conjunction with this Agreement (public records). The Department may terminate this agreement without cause with notice to the Participant pursuant to paragraph 16.

15. The parties hereto agree to waive any right to jury trial under this Agreement.

NOTICES.

16. Any notice or written communication required or permitted hereunder between the Parties shall be considered received when delivered via electronically by e-mail or delivered in person or by mail by the appropriate Party Representative. Party Representatives are as follows:

Exhibit "A"

Page 6 of 9

Department Representative:

Kenneth Busen, P.G.
PCPP Coordinator
Petroleum Restoration Program
Department of Environmental Protection
2600 Blair Stone Road, MS 4580
Tallahassee, Florida 32399-2400
Phone: (850) 245-8745
E-mail: Kenneth.Busen@FloridaDEP.gov

Participant Representative:

Don Rosenthal

Name
City Manager, City of Lake City

Title
205 North Marion Avenue

Street Address
Lake City, Florida 32055

City, State, Zip
386-752-2031

Phone
BrunerJ@lcfla.com with a copy to

Email Clay@FoldsWalker.com

AMENDMENTS.

17. Any amendment to this Agreement must be in writing and signed by the Parties.

ASSIGNMENT.

18. This Agreement shall not be assigned by either Party without prior written consent of the non-assigning Party. The Department will not accept assignment of this Agreement to any person or entity that, in the Department’s determination, is unable to reliably comply with the 25% cost savings, co-payment, or combination of both obligation.

CHOICE OF LAW/FORUM.

19. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

RESPONSIBILITY FOR SITE REHABILITATION WHERE CLEANUP COSTS EXCEED SPENDING LIMITATIONS.

20. In accordance with Section 376.3071(13)(f), F.S., in the event that the funding limitations specified in Section 376.3071(13), F.S., are exhausted or exceeded prior to completion of site rehabilitation, the Participant shall be obligated to continue site rehabilitation activities in accordance with Section 376.3071(5), F.S., and Chapter 62-780, F.A.C. If the Participant fails to timely continue the site rehabilitation activities the Department and its contractors) are permitted to continue performing assessment and remedial activities that the Department, at its sole discretion, deems appropriate. The Department will designate its own contractor(s) to undertake site rehabilitation actions without the approval of the Participant or any other party. The Department or its contractor(s) will perform any assessment and remedial activities that the Department, at its sole discretion deems appropriate to address the remaining petroleum contamination. As such, the Department,

at its sole discretion, may choose to undertake assessment or cleanup activities that are less stringent than the requirements of Chapters 62-780 and 62- 777, F.A.C., and which may not result in the issuance of a Site Rehabilitation Completion Order. Pursuant to Section 376.3071(7)(b), F.S., the Department will seek recovery for all sums expended by the Department for actions taken pursuant to this paragraph. Therefore, the Department explicitly reserves its right to seek recovery from the Participant or any other responsible party that amount which was expended by the Department in these matters.

ENTIRE AGREEMENT.

21. It is hereby understood and agreed that this Agreement states the entire agreement and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement. This Agreement is binding upon execution of the Agreement and is for the benefit of the Parties and to no other entities or persons not signatories to this Agreement. This PCPP Agreement is the primary Agreement between the Parties and any conflict between the PCPP Agreement and any of the attachments the PCPP Agreement controls. No exhibit or attachment to the PCPP Agreement can modify any statutes, rules, or procedures applicable to the Petroleum Restoration Program.

FOR THE DEPARTMENT:

FOR THE PARTICIPANT:

EXHIBIT-NOT FOR EXECUTION

EXHIBIT-NOT FOR EXECUTION

Natasha Lampkin
Program Administrator
Petroleum Restoration Program

Participant Signature

Print Name: Noah E. Walker

Date: _____

Title: Mayor, City of Lake City

Date: _____

Attachment: Exhibit A

Exhibit "A"

Page 8 of 9

Below is a checklist of the appropriate documents required to be submitted as Exhibit A with the PCPP Agreement.

1. a. When Participant is providing a 25% cost savings (as demonstrated in the form of reduced rates by the proposed ATC) to the Department attach:

ATC's written commitment to a reduction in its Department ATC rates

OR

1.b. When Participant is providing a 25% cost savings (RMO II) to the Department attach:

Participant's executed Conditional Closure Agreement with an endpoint of RMO II, with Attachment B Conditional Closure Agreement Contractor Recommendation

Evidence of a properly recorded interim declaration of restrictive covenant (only the current real property owner(s) can execute this document)

OR

2. When Participant is paying a 25% copayment of the cost to cleanup none required

OR

3. When Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup attach:

ATC's written commitment to reduction in its Department ATC rates with details of percentages for copayment and reduced rates

Please note, the above constitutes documentation required for Exhibit A, which will become a part of the PCPP Agreement. Additional Backup Documentation (such as the cost share contractor selection sheet, scope of work and cost estimate template, etc.) may also be required as a separate file during the PCPP submission process. Refer to the PCPP Instructions for Completion (<https://floridadep.gov/waste/petroleum-restoration/documents/instructions-completion-pcpp-agreement>) for full details on submitting.

Exhibit "A"

Page 9 of 9



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

PETROLEUM RESTORATION PROGRAM

PROPERTY OWNER CONDITIONAL CLOSURE AGREEMENT (Agreement) for PCPP discharges

{{Instructions and the process to completing and implementing this Agreement pursuant to Rule 62-772.401(3), F.A.C. are in a separate document and are not intended to modify the terms of this Agreement.}} This agreement is to be used in conjunction with the Petroleum Cleanup Participation Agreement when the Risk Management Option II is selected as the cost savings for the discharge.

The **Real Property Owner (Owner)**, City of Lake City and the **Responsible Party (RP)**, if applicable n/a, and the Florida Department of Environmental Protection (FDEP) enter into this Conditional Closure Agreement for Petroleum Cleanup Participation Program discharges (CCA for PCPP) to perform work for the facility located at 1135 SE State Road 100, Lake City, Florida, FDEP # 128519197 for discharge(s) 6/22/1992, 05/22/2017. The Owner and, if applicable, RP, agree to a Conditional Closure (Site Rehabilitation Completion Order with Conditions) which uses appropriate controls to close the assessment and remediation of a contaminated site using Risk Management Option II as described in Rule 62-780.680(2), Florida Administrative Code (F.A.C.), where alternative cleanup target levels above the levels in Chapter 62-777, F.A.C., are established for soil and ground water. These alternative cleanup target levels are based on site conditions and the establishment of an institutional and, if necessary, an engineering control. An example of an institutional control is a restrictive covenant with a ground water use prohibition. An example of an engineering control is an impervious surface or cap (such as a paved parking lot) which prevents exposure to contaminated soil and/or prevents rainwater from infiltrating into the soil. Nothing in this Agreement changes the eligibility requirements or priority scoring of the discharges eligible for FDEP funding under the Petroleum Restoration Program. The Owner must have already submitted or is submitting with this agreement a site access agreement (SAA) allowing the FDEP access to the Property, otherwise this request will be rejected. This CCA for PCPP is part of composite Exhibit A of the owner/RP signed PCPP Agreement.

Does the Owner/RP have a present or anticipated contractual or other business relationship with the recommended contractor? YES NO

If Yes, explain _____

Note: Contractor is deemed to have had a business relationship with one of the responsible parties for site contamination if it has had a relationship with a parent organization, or subsidiary, a predecessor or a successor of such party, or if it has been engaged by independent legal representatives on behalf of any such parties. In addition, Contractor will be conclusively determined to have a conflict of interest with regard to any site, if it has given or offered remuneration, in cash or in kind, directly or indirectly, to the site owner or operator, or his or her designee to obtain the work associated with such site.

EXHIBIT TO RESOLUTION NOT FOR EXECUTION

The Owner, and if applicable RP, and the FDEP agree to the following:

1. The Owner must maintain the restrictions in the Interim Restrictive Covenant [or CSX Memorandum of Understanding (MOU) in the case of CSX owned property]. These restrictions and the covenant cannot be removed without express, written permission from the FDEP Petroleum Restoration Program. Upon recording of the covenant these restrictions will be listed in the FDEP's Institutional Control Registry.
2. Upon achieving the Conditional Closure requirements pursuant to RMO II, per Chapter 62-780, F.A.C., the Owner and the FDEP will either amend or release the interim restrictive covenant [or CSX MOU] based upon the actual circumstances of the remaining contamination and risk.
3. The FDEP will provide funding for costs associated with obtaining a Professional Land Survey (PLS) or specific purpose survey, title report, and recording fees as funding permits within the cap. No costs will be provided by the FDEP for the maintenance of engineering controls, if any, or attorney's fees (the assistance of an attorney is not required to implement this Agreement).
4. In exchange for executing and abiding by the PCPP Agreement the Owner may choose to recommend an FDEP Petroleum Restoration Program Agency Term Contractor (Contractor). Contractor Recommendation (Attachment B) is attached to this Agreement. The Owner may change its recommendation and later recommend another Contractor based on the Contractor's documented poor performance but this Conditional Closure Agreement and Interim Restrictive Covenant [or CSX MOU] will stay in place once executed. Property owner confirms that it has not been given or offered remuneration, in cash or in kind, directly or indirectly, from any FDEP Agency Term Contractor that Applicant may recommend to the FDEP as the contractor.
5. If a Contractor is recommended (see paragraph 4), and such Contractor will not provide the best value to the state for a particular scope of work, the FDEP reserves the right to competitively procure any proposed cleanup activity that meets and/or exceeds the current monetary threshold for e-Quotes in accordance with Section 287.057, F.S.

I, the Property Owner of the above facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above). I understand that these closure options require that I execute a restrictive covenant (attached) now and may also require that I also maintain the restrictive covenant (or equivalent institutional control) and an engineering control after closure.

EXHIBIT-NOT FOR EXECUTION

Property Owner Name & Title (if applicable)	Signature	Date
---	-----------	------

(If property is owned or the responsible party is an LLC, corporation, partnership or company, the person signing must be authorized by that entity to sign. The Department will check sunbiz.org for evidence of such authorization. If the person signing is not listed with the Department of State on sunbiz.org, the signatory will be asked to provide evidence of its authority to sign and bind the entity owner.)

I, the Responsible Party for the discharge(s) at the above referenced facility, agree that the FDEP may perform assessment and cleanup activities to achieve a Conditional Closure (explained above).

EXHIBIT-NOT FOR EXECUTION

Responsible Party Name & Title (if applicable)	Signature	Date
--	-----------	------

EXHIBIT TO RESOLUTION NOT FOR EXECUTION

Attachment B- Conditional Closure Agreement Contractor Recommendation

[This Attachment is not recorded in the county land records]

Site Name: Daniels Lumber Co. FDEP Facility ID#: 128519197
Site Address: 1135 SE State Road 100, Lake City Parcel ID #: _____
Property Owner Name & Title: City of Lake City
Property Owner Representative Name & Title: Don Rosenthal, City Manager, City of Lake City
Property Owner (or Representative) Phone No. & Email: 386-752-2031 BrunerJ@lcfcla.com
with a copy to Clay@FoldsWalker.com

IF APPLICABLE:

Responsible Party Name & Title: _____ n/a
Responsible Party Representative Name & Title: _____ n/a
Responsible Party (or RP Representative) Phone No. & Email: _____ n/a

Select one of the Contractor options listed below:

- Allow the FDEP to select a competitively procured contractor for the next scope of work in accordance with s. 287.05
- Recommend an FDEP PRP Agency Term Contractor (ATC) from within the same region as the Facility listed in the Conditional Closure Agreement:

ATC Name: Terracon Consultants, Inc. FDEP Contractor ID#: 01128
ATC Representative Name & Title: Donna Cline, P.E., Sr. Associate / Engineer
ATC Representative Phone No. & Email: (904) 479-7415, donna.cline@terracon.com

Any recommendation to change the ATC will occur in a manner that allows any work scoped through a Purchase Order be completed, unless the Property Owner or, if applicable, Responsible Party can provide evidence of poor performance, in case the FDEP will determine whether or not to cancel the remaining work under that PO. Additionally, I understand if Conditional Closure Agreement has been executed, the Contractor may be changed but the Conditional Closure Agreement remains in place.

City of Lake City, by Noah E. Walker, its Mayor EXHIBIT-NOT FOR EXECUTION
Print Property Owner Name & Title (if applicable) Signature Date

IF APPLICABLE:

EXHIBIT-NOT FOR EXECUTION
Print Responsible Party Name & Title (if applicable) Signature Date

This completed Agreement including Attachment B is part of Exhibit A of the PCPP Agreement and should be sent with the PCPP Agreement to the email mailbox DWM_PRP_PCPP@floridadep.gov or mailed to the letterhead address, Mail Station 4540, **Attention: Grace Rivera**. Questions about PCPP Conditional Closure Contractor recommendations may be referred to Grace Rivera at (850) 245-8882, or at grace.rivera@floridadep.gov.

**EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION**

ONLY FOR USE IN CONJUNCTION WITH A
PETROLEUM CLEANUP PARTICIPATION
PROGRAM AGREEMENT PURSUANT TO
SECTION 1, CHAPTER 2020-56, LAWS OF
FLORIDA DO NOT USE IN CONJUNCTION
WITH A CLOSURE UNDER RULE 62-780. F.A.C.

Prepared by and return to:

Florida Department of Environmental Protection

Attn: _____

Tallahassee, FL _____

Telephone: 850- _____

----- Do Not Write Above this Line -----

DECLARATION OF INTERIM RESTRICTIVE COVENANT

THIS DECLARATION OF INTERIM RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2025 by the City of Lake City, Florida, a Florida municipality (hereinafter "GRANTOR"), Great South Timber & Lumber, LLC, a Florida limited liability company, ("LESSEE"), and the Florida Department of Environmental Protection (hereinafter "FDEP"). This Declaration is neither extinguished nor affected by the Marketable Record Title Act pursuant to section 712.03, Florida Statutes (F.S.).

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Columbia, State of Florida, County Property Appraiser's parcel number 02-4S-17-07483-007 (27917), (hereinafter the "Property"). The Property is encumbered by the Third Amendment to Lease between the City of Lake City, as Lessor, and Great South Timber & Lumber, Inc., as Lessee dated September 21, 2004, as amended by the Lease Agreement dated September 1, 2006, a Memorandum of which is recorded on October 24, 2006 at ORB 1099, Page 2346. A copy of the Memorandum is attached hereto as Exhibit 1. The Property is more particularly described in Schedule A of the Memorandum, attached hereto and made a part hereof

B. LESSEE, Great South Timber & Lumber, LLC, is the successor by conversion, dated September 15, 2021, to Great South Timber & Lumber, Inc., a Florida corporation, formerly known as Great South Timber, Inc., the successor by Merger with Daniels Lumber, Inc., a Florida corporation, effective January 1, 2002.

C. The FDEP Facility Identification Number for the Property is 128519197. The facility name at the time of this Declaration is DANIELS LUMBER CO. This Declaration addresses the Petroleum Cleanup Participation Program (PCPP) eligible discharge(s) reported to the FDEP on the following date(s) 05/22/2017 & 06/22/1992.

D. The discharge report(s) set forth what was known about the contamination on the Property at the time of the report. These reports suggest that contaminants as defined by Chapter 62-780, Florida Administrative Code (F.A.C.) may exist on the Property. This Declaration does not satisfy the requirements of closing a contaminated site pursuant to Rule 62-780.680, F.A.C.

E. It is the intent that this Declaration provide notice of the contamination and that

Exhibit "C"

Page 1 of 7

the restrictions reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants during the cleanup activities and after. The FDEP makes no representations that the restrictions contained herein are sufficient to protect human health and the environment.

F. FDEP has agreed to a cost-savings PCPP Agreement pursuant to 376.3071(13)(d), Florida Statutes, upon recordation of this Declaration. FDEP can unilaterally revoke the PCPP Agreement if the conditions of this Declaration or the PCPP Agreement are not met. Once the PCPP discharge(s) have met the requirements of Rule 62-780.680(2i) F.A.C., a final Declaration reflecting final restrictions must be executed and recorded.

G. GRANTOR and LESSEE deem it desirable and in the best interest of all present and future owners of the Property that the Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth. In the remaining paragraphs, all references to "GRANTOR" "LESSEE" and "FDEP" shall also mean and refer to their respective successors and assigns.

NOW, THEREFORE, to induce FDEP to enter the PCPP Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR and LESSEE agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR and LESSEE hereby impose the following restrictions and requirements:

GROUNDWATER USE RESTRICTIONS.

Wells. There shall be no drilling for water conducted on the Property, nor shall any new wells be installed on the Property, other than monitoring or other wells pre-approved in writing by FDEP's Division of Waste Management (FDEP DWM), in addition to any authorizations required by the Division of Water Resource Management and the Florida Water Management Districts. If an existing well is located at the Property, it is understood that the contamination at the site may pose a risk to this well and use of the well may pose a risk of exposure from the contamination.

Stormwater. If stormwater features must be constructed, modified, altered or expanded, a plan signed and sealed by a Florida-registered professional engineer, or a Florida-registered professional geologist must be submitted to DEP's DWM in addition to any authorizations required by the DWRM and the WMD. The plan must include the feature location, construction and design specifications relative to known areas of soil and groundwater contamination, and a technical evaluation (including calculations, fate and transport modeling, as applicable) to

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

demonstrate that the new stormwater facilities will not cause the migration of contamination. The plan shall also outline the procedures for proper characterization, handling and disposal of any contaminated media that may be encountered during construction. DEP's DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification for demonstrating compliance with this restriction.

Dewatering. For any dewatering activities, a plan signed and sealed by a Florida-registered professional engineer or Florida-registered professional geologist that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated must be submitted to FDEP's DWM. FDEP DWM will keep the plan in the site file as documentation of site conditions and will rely on this professional certification. In addition, other federal, state, or local permits, laws and regulations may apply to this activity. A copy of all permits obtained for the implementation of dewatering must be provided along with the plan submitted to FDEP's DWM.

SOIL RESTRICTIONS. Soil contamination may exist on the Property, therefore, to reduce the risk of exposure to those using the property, the owner shall ensure that following uses of the property are limited including: residential, recreational, gardening, or other uses that may expose people to contaminated soil. Grantor needs to ensure that the Property is used appropriately considering this risk.

3. For the purpose of monitoring the restrictions contained herein, FDEP is granted a right of entry upon, over and through and access to the Property at reasonable times and notice to GRANTOR and LESSEE.

4. It is the intention of GRANTOR and LESSEE that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR, LESSEE, and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR or LESSEE to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder.

5. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR, LESSEE, and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other government agency that is substantially benefited by these restrictions. If GRANTOR or LESSEE do not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR or LESSEE shall notify FDEP in writing

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.

6. In order to ensure the perpetual nature of this Declaration, the FDEP shall record this declaration, and GRANTOR, and LESSEE as applicable shall reference these specific restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR's rights to impose the restrictive covenant described in this Declaration.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IN WITNESS WHEREOF, the **City of Lake City, a Florida municipality (Grantor)** has executed this instrument, this _____ day of _____, 2025.

GRANTOR:

Witnesses as to Grantor:

Grantor Witness #1 Signature

Grantor Witness #1 Printed Name

Grantor Witness #1 Physical Address

Grantor Witness #1 City/State/Zip

Grantor Witness #2 Signature

Grantor Witness #2 Printed Name

Grantor Witness #2 Physical Address

Grantor Witness #2 City/State/Zip

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of April, 2025, by **Noah E. Walker, as Mayor of the City of Lake City, Florida**, who is personally known to me or who has produced _____ as identification.

(SEAL)

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION

Noah E. Walker, Mayor

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

EXHIBIT-NOT FOR EXECUTION

Audrey Sikes, City Clerk

EXHIBIT-NOT FOR EXECUTION

Signature

Print Name:

Title or Rank/ Serial No

IN WITNESS WHEREOF, **Great South Timber & Lumber, LLC, a Florida limited liability company, (Lessee)** has executed this instrument, this _____ day of _____, 2025.

LESSEE:

Witnesses as to Lessee:

GREAT SOUTH TIMBER & LUMBER, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

Grantor Witness #1 Signature

EXHIBIT-NOT FOR EXECUTION

Grantor Witness #1 Printed Name

By: Robert P. Cook, its Manager

Grantor Witness #1 Physical Address

Grantor Witness #1 City/State/Zip

Grantor Witness #2 Signature

Grantor Witness #2 Printed Name

Grantor Witness #2 Physical Address

Grantor Witness #2 City/State/Zip

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of April, 2025, by **Robert P. Cook, as Manager of Great South Timber & Lumber, LLC, a Florida limited liability company**, on behalf of the company, who is personally known to me or who has produced _____ as identification.

(SEAL)

EXHIBIT-NOT FOR EXECUTION

Signature

Print Name:

Title or Rank/ Serial No

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

IN WITNESS WHEREOF, the State of Florida Department of Environmental Protection (FDEP) has executed this instrument, this _____ day of _____, 2025.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION:

Witnesses as to FDEP:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Grantor Witness #1 Signature

EXHIBIT-NOT FOR EXECUTION

Grantor Witness #1 Printed Name

By: Natasha Lampkin
Program Administrator
Petroleum Restoration Program
2600 Blair Stone Road, Mail Station 4545
Tallahassee, Florida 32399-2400

Grantor Witness #1 Physical Address

Grantor Witness #1 City/State/Zip

Grantor Witness #2 Signature

Grantor Witness #2 Printed Name

Grantor Witness #2 Physical Address

Grantor Witness #2 City/State/Zip

State of Florida
County of _____

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization this ____ day of April, 2025, by **Natasha Lampkin, of the State of Florida Department of Environmental Protection, as its Program Administrator of the Petroleum Restoration Program**, who is personally known to me or who has produced _____ as identification.

(SEAL)

EXHIBIT-NOT FOR EXECUTION

Signature

Print Name:

Title or Rank/ Serial No

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

PCPP Scope of Work (SOW) and Cost Estimate for 25% Cost Savings via RMO II

Facility Name	<u>Daniels Lumber Co.</u>
Facility Address	<u>1135 SE State Road 100, Lake City</u>
FDEP Facility #	<u>128519197</u>
PCPP Eligibility Discharge Date(s)	<u>6/22/1992</u>
Priority Score	<u>9</u>

Based on the results of the _____ Interim Assessment (dated 10/04/17) _____ report submitted by _____ GHD _____, the scope of work and estimated cost to complete cleanup is described below:

SOW/Phase	Estimated Cost for RMO I	Estimated Cost for RMO II
<u>Supplemental Assessment</u>	\$ 27,500.00	\$ 27,500.00
<u>Remedial Action Plan</u>	\$ 12,000.00	\$ 12,000.00
<u>Remdial Action Injections</u>	\$ 672,000.00	\$ 168,000.00
<u>Post Active Remediation Monitoring</u>	\$ 57,600.00	\$ 48,000.00
	\$ -	\$ -
<u>Well Abandonment/Site Restoration</u>	\$ 10,000.00	\$ 19,000.00
subtotal	\$ 779,100.00	\$ 274,500.00

Percentage savings of RMO II
(minimum of 25% required) 65%

FDEP Estimated total cost to closure **\$ 274,500.00**

Any cost above the discharge(s) funding cap (and auxiliary funding, if applicable) will be the responsibility of the responsible party/owner

Estimated timetable and endpoint 2 - 3 years, RMO II

<u>Donna Cline, P.E., Sr. Associate</u>	<u>12/5/2024</u>
Scope and Estimate provided by	Date

Terracon Consultants Inc.
Company Name

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

PCPP Scope of Work (SOW) and Cost Estimate for 25% Cost Savings via RMO II

Facility Name	<u>Daniels Lumber Co.</u>
Facility Address	<u>1135 SE State Road 100, Lake City</u>
FDEP Facility #	<u>128519197</u>
PCPP Eligibility Discharge Date(s)	<u>5/22/2017</u>
Priority Score	<u>9</u>

Based on the results of the _____ Site Assessment Report (dated 8/11/17) _____ report submitted by _____ Applied Hydrogeologic Solutions _____, the scope of work and estimated cost to complete cleanup is described below:

SOW/Phase	Estimated Cost for RMO I	Estimated Cost for RMO II
<u>Supplemental Assessment</u>	\$ 32,500.00	\$ 32,500.00
<u>Remedial Action Plan</u>	\$ 12,000.00	\$ 12,000.00
<u>Remdial Action - Soil Excavation & Dew</u>	\$ 920,000.00	\$ 203,000.00
<u>Post Active Remediation Monitoring</u>	\$ 54,000.00	\$ 45,000.00
	\$ -	\$ -
<u>Well Abandonment/Site Restoration</u>	\$ 10,000.00	\$ 19,000.00
subtotal	\$ 1,028,500.00	\$ 311,500.00

Percentage savings of RMO II (minimum of 25% required) 70%

FDEP Estimated total cost to closure **\$ 311,500.00**

Any cost above the discharge(s) funding cap (and auxiliary funding, if applicable) will be the responsibility of the responsible party/owner

Estimated timetable and endpoint 2-3 years, RMO II

<u>Donna Cline, P.E., Sr. Associate</u>	<u>12/5/2024</u>
Scope and Estimate provided by	Date

Terracon Consultants Inc.
Company Name

EXHIBIT TO RESOLUTION NOT FOR EXECUTION

File Attachments for Item:

13. City Council Resolution No. 2025-039 - A resolution of the City of Lake City, Florida accepting funds awarded by the Edward Byrne Memorial Grant Program to purchase portable vehicle barriers; adopting the grant award agreement associated with accepting such grant funds; making certain findings of fact in support of the City accepting such funds and adopting said grant award agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing and effective date.

MEETING DATE
4-7-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT: Edward Byrne Memorial Justice Assistance Grant FY 2025
15PBJA-23-GG-02972-MUMU**

DEPT / OFFICE: Lake City Police Department

Originator:
Chief Gerald Butler

City Manager Don Rosenthal	Department Director Chief Gerald Butler <i>[Signature]</i>	Date 3-4-25
--------------------------------------	--	-----------------------

Summary Explanation & Background:
 Allow the Lake City Police Department to accept and spend funds, as previously approved (see Resolution 2024-081), through Columbia County for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds, administered by the Office of Criminal Justice Grants with the Florida Department of Law Enforcement (FDLE) for the City of Lake City Police Department’s portion of the Columbia County grant in the amount of \$36,367.48 for the purchase of portable vehicle barriers.

The Lake City Police Department will use these barriers for additional pedestrian and vehicular safety when closing roads for events or emergencies.

Alternatives:
Continue to close roads using traffic cones

Source of Funds:
NA

Financial Impact:
Positive- Grant Program pays \$36,367.48 of cost of equipment. Any additional costs will be taken from the Department’s FY25 budget.

Exhibits Attached:
Award Agreement
Resolution 2024-081

CM/rrp
03/04/2025

RESOLUTION NO 2025 –039
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING FUNDS AWARDED BY THE EDWARD BYRNE MEMORIAL GRANT PROGRAM TO PURCHASE PORTABLE VEHICLE BARRIERS; ADOPTING THE GRANT AWARD AGREEMENT ASSOCIATED WITH ACCEPTING SUCH GRANT FUNDS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ACCEPTING SUCH FUNDS AND ADOPTING SAID GRANT AWARD 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 (the “City”) City Council adopted Resolution 2024-081 approving the Lake City Police Department’s (the “Department”) request to apply for funds through the Edward Byrne Memorial Justice Assistance Grant (the “Program”); and

WHEREAS, the City was awarded grant funds from the Program in the amount of \$36,367.48 (the “Awarded Funds”); and

WHEREAS, the Awarded Funds will be used to purchase portable vehicle barriers to be used for additional pedestrian and vehicular safety when closing roads for events or emergencies; and

WHEREAS, as a condition of accepting the Awarded Funds the City must adopt and execute the Grant Award Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, the Department desires to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City’s procurement policies and procedures; 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, regulations, and directives 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. The Department is authorized to expend the Awarded Funds in accordance with the terms of the Agreement and in accordance with the City's procurement policies and procedures; and
7. 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
8. 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, 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:

Clay Martin, City Attorney

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Lake City
Recipient SAM UEI: MYB6D4DLBJD9
Award Number: 6N197
Award Period: 10/01/2024 – 09/30/2025
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Federal Funds: \$36,367.48
Matching Funds: \$0.00
Total Funds: \$36,367.48
CFDA: 16.738
Federal Award Number: 15PBJA-23-GG-02972-MUMU
Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)
Federal Awarding Agency: U.S. Department of Justice (USDOJ)
Pass-through Entity: Florida Department of Law Enforcement (FDLE)
Research & Development: No
Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Lake City (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

- Appendix A – Scope of Work
- Appendix B – Deliverables
- Appendix C – Approved Budget
- Appendix D – Award Contacts
- Appendix E – Special Conditions
- Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Award ID: 6N197
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Award Period: 10/01/2024 – 09/30/2025

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: EXHIBIT-NOT FOR EXECUTION _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

**Recipient
City of Lake City**

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: EXHIBIT-NOT FOR EXECUTION _____ Date: _____

Typed Name and Title: Noah Walker, Mayor

Recipient Chief Official Designee

Signature: EXHIBIT-NOT FOR EXECUTION _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: EXHIBIT-NOT FOR EXECUTION _____ Date: _____

Printed Name and Title: _____

Signature: EXHIBIT-NOT FOR EXECUTION _____ Date: _____

Printed Name and Title: _____

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

Appendix A - Scope of Work

Award Number: 6N197
Recipient: City of Lake City
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Award Period: 10/01/2024 - 09/30/2025

Problem Identification

The City of Lake City hosts several festivals each year which attracts several thousand citizens. With these events generally being held on city streets, there is a need for a method of protection to provide safety for the attendees.

Currently, the Lake City Police Department only has access to cones and barricades, using police officers to shut down the streets during these large events. All though using cones and barricades may provide visual deterrents to warn drivers of road closures they are not capable of stopping vehicles. This leaves citizens at risk while attending events sponsored by the city. The Lake City Police Department is a smaller agency with limited funds due to budget constrictions and without grant funding (LCPD) would not have the ability to enhance officer and community safety during events.

Scope of Work

The Lake City Police Department will use grant funding to purchase portable traffic barriers that could be moved to different locations to help stop traffic from getting through and injuring attendees at festivals. The traffic barriers are a portable barrier system that are L shaped, anti-ram and would prevent vehicles from entering the restricted areas, protecting the citizens and visitors of Lake City. These barriers are specifically designed so that if a vehicle were to hit them, even at speeds of up to 30-35 mph, they will stop the vehicle by lifting the vehicle into the air and absorbing the momentum. This will provide greater protection for the citizens/attendees at events that cones and barricades can't provide. Although these barriers are portable, they are heavy and would not easily be moved by drivers who attempt to defeat them.

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Appendix B - Deliverables

Award Number: 6N197
Recipient: City of Lake City
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Award Period: 10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure traffic barriers.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$36,367.48

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Appendix C - Approved Budget

Award Number:	6N197		
Recipient:	City of Lake City		
Award Title:	C-6N197 Law Enforcement Equipment & Supplies		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$36,367.48	\$0.00	\$36,367.48
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
traffic barrier system	16 traffic barriers with 1 case 16 @ \$2110.72 (barriers), 1 @ \$945.75 (case), shipping \$3,300 only requesting reimbursement for a total of \$36,367.48.	\$36,367.48	\$0.00	\$36,367.48
D. Equipment Subtotal:				\$36,367.48

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**NOT FOR
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Appendix D: Award Contacts

Award Number: 6N197
Recipient: City of Lake City
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Award Period: 10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Andy Miles
Title: Assistant Chief
Address: 225 NW Main Blvd
Lake City, FL 32055-3919
Phone: 386-758-5421
Email: milesa@lcflapd.com

Recipient Chief Official (CO)

Name: Noah Walker
Title: Mayor
Address: 205 N. Marion Ave.
Lake City, FL 32055-3919
Phone: 386-719-2031
Email: witts@lcfla.com

Recipient Chief Financial Officer (CFO)

Name: Angela Taylor-Moore
Title: Finance Director
Address: 205 N. Marion Ave.
Lake City, FL
Phone: 386-719-5844
Email: moorea@lcfla.com

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Appendix E: Special Conditions

Award Number: 6N197
Recipient: City of Lake City
Award Title: C-6N197 Law Enforcement Equipment & Supplies
Award Period: 10/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0057 At the time of application, it was noted the Recipient's EEO Certification (EEOC) will expire on September 10, 2025. In order to prevent delays in payment, the Recipient must provide an updated EEOC to the Office of Criminal Justice Grants prior to the expiration date.

- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

- W0092 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2024. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

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Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doi-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/qs1-sl-june-2023.pdf> and <https://files.floridados.gov/media/706718/qs2-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

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Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

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- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 6.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.
- 7.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.
- 8.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.
- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEO) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 **Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly

encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of

individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.
- 13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain;
 - 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).
- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).
- 1) Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
 - 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
 - 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
 - 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- 23.0 Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 24.0 Whistleblower Protections** - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 25.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

- 26.0 For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 27.0 For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 Human Research Subjects - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.

- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 19.0 Safe Policing and Law Enforcement** - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.
- 20.0 For JAG: Extreme Risk Protection Programs** - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 23.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 For NCHIP & NARIP: Firearm and Background Checks - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

RESOLUTION NO 2024-081
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN APPLICATION BY THE LAKE CITY POLICE DEPARTMENT FOR FUNDS FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT TO PURCHASE PORTABLE VEHICLE BARRIERS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPLYING FOR SUCH GRANT FUNDS; RECOGNIZING THE AUTHORITY OF 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") by and through the Lake City Police Department (the "Department") desires to apply for funds through the Edward Byrne Memorial Justice Assistance Grant (the "Grant Program") in the amount of \$36,367.48 (the "Grant Funds"); and

WHEREAS, the Department will use the Grant Funds to purchase portable vehicle barriers for enhancing pedestrian and vehicular safety during road closures for events or emergencies; and

WHEREAS, upon approval, the Grant Funds will be used to cover the cost of said barriers, 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 14th day of August, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA


Stephen M. Witt, 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

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

14. City Council Resolution No. 2025-042 - A resolution of the City Council of the City of Lake City, Florida, pursuant to Section 196.1978(3)(o), Florida Statutes, electing to not exempt property under Section 196.1978(3)(d)1.a, Florida Statutes, commonly known as the "Live Local Act Property Tax Exemption"; providing findings of fact in support thereof; providing direction to the City Clerk; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025-042

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a, FLORIDA STATUTES, COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION”; PROVIDING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING DIRECTION TO THE CITY CLERK; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Columbia County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the criteria of the Live Local Property Tax Exemption; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes allows taxing authorities to “opt-out” of providing the Live Local Act Property Tax Exemption to units in multifamily projects that are used to house natural persons or families whose annual household income is greater than 80 percent but not more than 120 percent of the median annual adjusted gross income for households within the county in which the person or family resides (the “80 to 120 Tax Exemption”), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report prepared pursuant to Section 420.6075, Florida Statutes (“Shimberg Annual Report”) identifies that the number of affordable and available units in such region is greater than the number of rental households in such region for natural persons or families who meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council of the City of Lake City (the “City Council”) hereby finds the latest Shimberg Annual Report identifies a surplus of affordable and available units in the Northeast Nonmetropolitan Area (plus Gilchrist and Levy), in which the City of Lake City is located, for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, the City Council finds the City of Lake City (“City”) is a taxing authority eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City to not exempt properties that would otherwise qualify for the 80 to 120 Tax Exemption; and

WHEREAS, not exempting from ad valorem taxation those properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, 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:

1. The City Council hereby finds the City is within the Northeast Nonmetropolitan Area (plus Gilchrist and Levy), and based on the Shimberg Annual Report, the number of affordable and available units in said region is greater than the number of renter households in such region for the category entitled "0-120 percent AMI".
2. Pursuant to Section 196.1978(3)(o), Florida Statutes, the City hereby elects not to exempt from ad valorem taxation those properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, and hereby requests the Columbia County Property Appraiser not grant any such exemptions.
3. Not exempting from ad valorem taxation those properties eligible for the 80 to 120 Tax Exemption in Section 196.1978(3)(d)1.a., Florida Statutes, pursuant to the authority in Section 196.1978(3)(o), Florida Statutes, is in the public or community interest and for public welfare; and
4. This Resolution applies to all ad valorem property tax levies imposed by the City only.
5. This Resolution has been duly advertised in accordance with Section 50.011(1), Florida Statutes. The city clerk shall provide a copy of this Resolution to the Columbia County Property Appraiser prior to January 1, 2026.
6. This Resolution shall take effect on January 1, 2026, and shall expire on January 1, 2027. This Resolution may be renewed prior to its expiration date in accordance with Florida law.
7. If any provision of this Resolution or application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.
8. 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

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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STATE OF FLORIDA,
COUNTY OF: COLUMBIA COUNTY

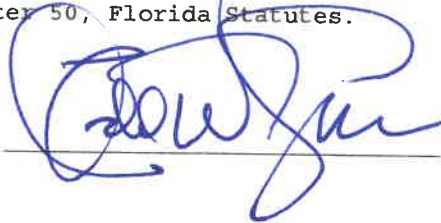
Before the undersigned authority personally appeared Todd Wilson, who on oath says that he or she is Publisher of the Lake City Reporter, a newspaper published at Lake City in Columbia County, Florida; that the attached copy of advertisement, being a

in the matter of Legal Notice of Enactment of Resolution

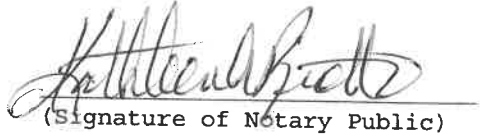
in the _____ Court, was published in said newspaper by print in the issues of April 2, 2025

or by publication on the newspaper's website, if authorized, on April 2, 2025

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



Sworn to and subscribed before me this 2 day of April, A.D. 2025, by Todd Wilson, who is personally known to me.


(Signature of Notary Public)



KATHLEEN A. RIOTTO
Commission # HH 282049
Expires August 20, 2026

NOTICE OF ENACTMENT OF RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA

NOTICE IS HEREBY GIVEN that City Council Resolution No. 2025-042, which title hereinafter appears, will be considered for enactment by the City Council of the City of Lake City, Florida, on Monday, April 7, 2025 at 6:00 p.m., or as soon thereafter as the matter can be heard. The City of Lake City will hold the April 7, 2025 meeting in the City Council Chambers located on the second floor of City Hall at 205 North Marion Avenue, Lake City, Florida 32055.

Members of the public may also view the meeting on our YouTube channel at:

<https://www.youtube.com/c/CityofLakeCity>

To receive a copy of the resolution, please contact the City Clerk's Office at clerk@lcfra.com or 386-719-5826.

At the aforementioned meeting, all interested parties may be heard with respect to the resolution.

**RESOLUTION NO. 2025-042
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES, ELECTING TO NOT EXEMPT PROPERTY UNDER SECTION 196.1978(3)(d)1.a, FLORIDA STATUTES, COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING DIRECTION TO THE CITY CLERK; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVING AN EFFECTIVE DATE.**

The resolution may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the resolution shall be announced during the meeting and that no further notice concerning the matter will be published.

Pursuant to 286.0105, Florida Statutes, the City hereby advises the public, if a person decides to appeal any decision made by the City Council with respect to any matter considered at its 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 proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

Pursuant to 286.26, Florida Statutes, persons needed special accommodations to participate in this meeting should contact the City Manager's Office at 386-719-5768.

AUDREY E. SIKES, MMC
City Clerk

859194
April 2, 2025

File Attachments for Item:

15. City Council Resolution No. 2025-047 - 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.

MEETING DATE
4/7/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: ITB-007-2024 Annual Tree Removal, Mulching and Stump Grinding Contract Amendment

DEPT / OFFICE: Procurement/Public Works

Originator: Angel Bryant		
City Manager Don Rosenthal	Department Director Brenda Karr/ Steve Brown	Date 3/11/2025
Recommended Action: Request Approval to accept price increase for Tree Removal and Debris Haul with Looks Great Services of MS Inc, that was originally approved on the consent agenda on 3/18/2024.		
Summary Explanation & Background: This annual contract was approved on the consent agenda on 3/18/2024 to accept the lowest bid for ITB-007-2024 in which was Looks Great Services of MS Inc,. Vendor is requesting an increase based on the CPI rates (3%). At the time of the bid, there were three proposals submitted and the requested increase will be less than the annual amount of the other proposals submitted. Contract term is for one (1) year with two (2) additional one (1) year extensions with mutual agreement between the City of Lake City and Looks Great Services of MS. Current Contract will expire on 3/18/2025 unless extended for an additional year.		
Alternatives: Not Accept increase and go back out for BID.		
Source of Funds:		
Financial Impact:		
Exhibits Attached: ITB-007-2024 Solicitation, Bid Tabulation, Looks Great Services of MS increase request.		

INVITATION TO BID

007-2024

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING.

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

RELEASE DATE: January 16, 2024

DEADLINE FOR QUESTIONS: January 30, 2024

PROPOSAL SUBMISSION DEADLINE: February 13, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Annual Tree Removal, Stump Grinding, and Mulching.

I. Introduction.....

II. Instruction To Bidders.....

III. Scope of Work and Related Requirements.....

IV. General Terms and Conditions.....

V. Pricing Proposal

VI. Vendor Questionnaire.....

1. Introduction

1.1. Summary

INVITATION TO BID

007-2024

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, February 13, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Annual Tree Removal, Stump Grinding, and Mulching.

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [OpenGov Procurement](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, January 30, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

This contract is for a non-exclusive Annual Contract for tree removal , stump grinding, and mulching for a one (1) year period with an option to renew for two (2) additional one (1) year periods. More than one vendor may be chosen.

1.3. [Contact Information](#)

Brenda Karr
Director of Procurement

205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.4. Timeline

Release Project Date	January 16, 2024
Question Submission Deadline	January 30, 2024, 4:00pm
Question Response Deadline	February 6, 2024, 4:00pm
Proposal Submission Deadline	February 13, 2024, 2:00pm

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for This annual contract is for tree removal, stump grinding, and mulching for the City of Lake City..

Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Tuesday, February 13, 2024 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, OpenGov](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, February 6, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The Contractor is required to be a licensed tree service with experience in removal and trimming of various types of trees, stump grinding, land clearing, tree and other roadside vegetation debris hauling.

Tree trimming or removals will be performed by-request or as needed basis.

All tree trimming will be in accordance with the most recent version of the American national Standard institution ANSI Z133.1 Tree Care Operations, and ANSI A-300 pruning and Removal Specifications.

Trees shall be trimmed to a height of 18 ft. above the travel way including curb and gutter sections, from ROW line to ROW line to open clearance for mowing and other maintenance interests of the City.

Tree canopies will be lifted to a height of 10 ft. above any sidewalks/paths and side growth shall be trimmed back to the ROW line.

Trees shall be pruned by removing all dead, diseased, broken and otherwise structurally unsound branches.

Mutilations and loss of characteristic shape of tree shall be prohibited. Selective branch removal cuts shall be performed rather than excessive heading cuts. Heading cuts may be employed for crown restoration after significant storm damage.

The Contractor shall be notified by the City of any tree trimming work to be performed.

The Contractor shall daily clean and haul away trimming debris from the job site and properly dispose of it at an approved dumpsite. The job site shall be left in a “broom clean” condition.

3.2. Permitting

The awarded Bidder shall obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

3.3. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.4. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.5. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.6. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.7. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.8. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.
- C. The Contractor may be requested by the City to provide emergency tree and stump removal services. Emergency services requires the Contractor to provide on-call services and respond within a 24 hour window.

3.9. Communication

The contractor shall be accessible for communication by cellular phone during all hours.

4. General Terms and Conditions

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:**The Agreement to provide the goods or perform the services set forth in this solicitation.
 - 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
 - 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:**The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the " Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. [Bidder Eligibility](#)

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. [Cancellation of Solicitation](#)

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. [Changing of Forms](#)

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. [Tax Exempt](#)

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses 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 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within N/A calendar days after delivery of equipment.

4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. Pricing Proposal

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Use of stump grinder to mulch stumps to below grade	1	Per Inch		
2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH		
3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20		
4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater		
5	Disposal of all generated tree debris	1	Ton		
6	Disposal of all generated tree debris	1	Cubic Yard		
7	Brush mulching	1	Square Foot		
TOTAL					

6. Vendor Questionnaire

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 007-2024 described as Annual Tree Removal, Stump Grinding, and Mulching..
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

None

*Response required

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
007-2024, Annual Tree Removal, Stump Grinding, and Mulching.;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

007-2024-Annual Tree Removal, Stump Grinding, and Mulching.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.15. Acknowledgments of Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes*

- A. This sworn statement is submitted with 007-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.16. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.17. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.18. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

6.19. Contractor verifies that employees are in compliance with the Davis-Bacon And Related Acts Regulations pertaining to labor standards.*

Yes

No

*Response required

6.20. Do you currently hold any municipality contracts?*

Yes

No

*Response required

6.21. If you indicated yes to holding municipality contracts please list them below.*

Respond N/A if not applicable.

*Response required

6.22. Number of years in this type of service?*

*Response required

RESOLUTION NO 2025 - 047
CITY OF LAKE CITY, FLORIDA

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.

WHEREAS, the City of Lake City (“City”) solicited bids for ITB-007-2024 for tree removal, stump grinding, and mulching (the “Services”); and

WHEREAS, Looks Great Services of MS, Inc, a Mississippi corporation (the “Vendor”) was awarded the bid to provide the Services at the rates upon which the bid was based (the “Initial Rates”) for a one-year period commencing on March 18, 2024 (the “Initial Term”); and

WHEREAS, the Vendor provided the Services to the City at the Initial Rates for the Initial Term; and

WHEREAS, the City desires to extend its contract with the Vendor for an additional term commencing on March 18, 2025 (the “First Extension Period”); and

WHEREAS, the Vendor requests an increase in rates for the First Extension Period based on the current CPI rates to adjust for inflation; and

WHEREAS, the requested rate increase will be less than the annual amount of the other proposals considered at the time of submission; and

WHEREAS, the Vendor and the City desire to extend the contract between the Vendor and the City, and the increased rates requested by the Vendor, by adopting the terms of the Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, continuing to engage the Vendor’s services at the increased rates 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 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of April, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Looks Great Services of MS, Inc. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB:007-2024 (the "Procurement Document") for Annual Tree Removal, Stump Grinding, and Mulching; and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. The Contractor shall not perform any services, and the City shall not incur any obligations of any type until the Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
 - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
 - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Steve Brown, Executive Director of Utilities.
 - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
 - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
 - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. § 1324, et seq., and regulations relating thereto, as they may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, the Contractor shall cooperate with the City, either directly or through its representatives, in monitoring the Contractor's progress and performance under this Agreement.

4. **Term of Agreement.**

a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date;

or

the date of _____, 202__.

and shall remain in full force and effect for 1 years / months / days, or until termination of the Agreement, whichever occurs first.

b. **Term Extension.** (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4. a.

or

The Parties may extend the term of this Agreement for 2 additional 1 year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. **Compensation and Method of Payment.**

a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5 (b) and 5 (c), unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

b. **Payment Details.** The City agrees to pay the Contractor the not-to-exceed sum of \$ _____, for Services completed and accepted as provided in Section 15 herein, if applicable, payable –

[INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS]

i. in equal monthly payments of \$ _____ beginning on the first day of the month commencing on _____, 202__, upon submittal of an invoice as required herein.

OR

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- ii. on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

OR

- iii. at the following hourly rates (select appropriate box):

- the hourly rate of \$_____;

or

- the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.

OR

- iv. (DESCRIBE PAYMENT TERMS)

- c. **Travel Expenses.** (Select appropriate box.)

- The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

- The City shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by _____.

- d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.

- e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

- the designated person as set out in Section 18 herein;

- as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

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6. Personnel.

- a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

7. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
 - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

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- b. **City Default -- Provisions and Remedies of Contractor.**
- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
 - iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.
- c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.
8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
9. **Confidential Information and Public Records.**
- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
 - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the

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City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
- i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. 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 term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
 - iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's custodian of Public records at:

Audrey E. Sikes, City Clerk,

City of Lake City custodian of public records

at 386-719-5756 or SikesA@lcfla.com

Mailing Address

205 North Marion Avenue,

Lake City, Florida 32055.

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3)

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years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.

11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
 - a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** (Select appropriate box.)
- This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- or
- This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this

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provision upon fifteen (15) days' notice to Contractor.

- 17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.
- 18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: _____

To the City: City of Lake City
 Attn: City Manager
 205 North Marion Avenue
 Lake City, FL 32055

- 19. **Conflict of Interest.**
 - a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
 - b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.
- 20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the

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Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the

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jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

- 25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.
- 26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
- 27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
- 28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
- 29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

**(REMAINDER OF PAGE INTENTIONALLY BLANK]
(Signature Page Follows)**

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.
LOOKS GREAT SERVICES OF MS, INC. BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

EXHIBIT-NOT FOR EXECUTION
By _____, its _____

EXHIBIT-NOT FOR EXECUTION

Noah Walker, Mayor

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

EXHIBIT-NOT FOR EXECUTION

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT-NOT FOR EXECUTION

Clay Martin, City Attorney

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EXHIBIT A
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

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EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

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EXHIBIT C
PAYMENT SCHEDULE

Payment will be based on: (a) the City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to the Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

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EXHIBIT D
PAYMENT/INVOICES

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PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by the City of Lake City, and all payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

- Contractor Information** Company name, mailing address, phone number, contact name and email address as provided on the PO
- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT F
PERFORMANCE BOND

Payment and performance bonds are not required for this bid.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**



EVALUATION TABULATION
 ITB No. 007-2024
Annual Tree Removal, Stump Grinding, and Mulching.
 RESPONSE DEADLINE: February 13, 2024 at 2:00 pm
 Report Generated: Friday, February 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Looks Great Services of MS, Inc.	\$2,966.65
Creative Concepts	\$3,606.00
Joshua Glackin Tree Service	\$4,236.40

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Use of stump grinder to mulch stumps to below grade	1	Per Inch	\$15.00	\$15.00	\$7.50	\$7.50	\$8.00	\$8.00
X	2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH	\$500.00	\$500.00	\$650.00	\$650.00	\$250.00	\$250.00
X	3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00	\$900.00	\$900.00

EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater	\$1,800.00	\$1,800.00	\$2,250.00	\$2,250.00	\$1,700.00	\$1,700.00
X	5	Disposal of all generated tree debris	1	Ton	\$60.00	\$60.00	\$70.00	\$70.00	\$95.00	\$95.00
X	6	Disposal of all generated tree debris	1	Cubic Yard	\$30.00	\$30.00	\$8.60	\$8.60	\$12.50	\$12.50
X	7	Brush mulching	1	Square Foot	\$1.00	\$1.00	\$0.30	\$0.30	\$1.15	\$1.15
Total						\$3,606.00		\$4,236.40		\$2,966.65

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**



February 12th , 2025

Looks Great Services of MS, Inc.
Attn: Kristian Agoglia
1501 Highway 13 North
Columbia, MS 39429

RE: ITB-07-2024 Annual Tree Removal, Stump Grinding and Mulching

The above-referenced agreement allows two (2) additional one (1) year extensions under the same terms and conditions upon mutual agreement between the City of Lake City and yourself. At this time, the City of Lake City desires to renew this contract for the first extension of (1) additional year.

Please sign in the space provided below indicating your desire regarding the renewal of this contract. Electronic responses can be sent to procurement@lcfla.com.

If you have any questions, please contact Procurement at (386)719-5818 or procurement@lcfla.com.

Respectfully,

Angel Bryant

Procurement Analyst

Yes: We offer to renew this contract under the original terms, conditions, and specifications for one (1) year ending March 18th, 2026.

No: We do not wish to renew this contract for the following reason:

We are requesting a 3% CPI increase on all of our rates

Sam H

Authorized Representative Signature

2/19/2025

Date

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION



EVALUATION TABULATION
 ITB No. 007-2024
Annual Tree Removal, Stump Grinding, and Mulching.
 RESPONSE DEADLINE: February 13, 2024 at 2:00 pm
 Report Generated: Friday, February 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Looks Great Services of MS, Inc.	\$2,966.65 3,055.65
Creative Concepts	\$3,606.00
Joshua Glackin Tree Service	\$4,236.40

Items Added:
 Trees Requiring a crane for safe removal **\$2570.00**
 Disposal of all generated Tree Debris per Cubic Yard
 (when hauled to Public Works Yard) **\$9.79**

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Use of stump grinder to mulch stumps to below grade	1	Per Inch	\$15.00	\$15.00	\$7.50	\$7.50	\$8.00	\$8.00 \$8.24
X	2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH	\$500.00	\$500.00	\$650.00	\$650.00	\$250.00	\$250.00 \$257.50
X	3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00	\$900.00	\$900.00 \$927.00

EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater	\$1,800.00	\$1,800.00	\$2,250.00	\$2,250.00	\$1,700.00	\$1,700.00
										\$1,751.00
X	5	Disposal of all generated tree debris	1	Ton	\$60.00	\$60.00	\$70.00	\$70.00	\$95.00	\$95.00
										\$97.85
X	6	Disposal of all generated tree debris	1	Cubic Yard	\$30.00	\$30.00	\$8.60	\$8.60	\$12.50	\$12.50
										\$12.88
X	7	Brush mulching	1	Square Foot	\$1.00	\$1.00	\$0.30	\$0.30	\$1.15	\$1.15
										\$1.18
Total						\$3,606.00		\$4,236.40		\$2,966.65
										\$3,055.65

EXHIBIT TO RESOLUTION

NOT FOR EXECUTION

File Attachments for Item:

16. City Council Resolution No. 2025-048 - A resolution of the City of Lake City, Florida, approving that certain directive by and between the City of Lake City and Florida Gas Utility for a participation in that certain gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia; making certain findings of fact in support of the City of Lake City entering into said directive; recognizing the authority of the Mayor of the City of Lake City to execute such directive; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
04/07/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Prepay 2025B

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Executive Director of Utilities		
City Manager Don Rosenthal	Department Director Steve Brown	Date 3/7/2025
Recommended Action: Our recommendation is to authorize the execution of the directive for the prepaid deal.		
Summary Explanation & Background: The City of Lake City as a member of Florida Gas Utility has entered into 5 previous gas deals with Municipal Gas Authority of Georgia and BlackBelt Energy to prevent extreme cost swings from being past along to our valued customers. The savings are estimated at 0.65/dth, approximately \$53,143.80 a year. Florida Gas Utility has brought to our attention that we have the opportunity to enter into another prepaid deal with Municipal Gas Authority of Georgia. Florida Gas Utility has volunteered to come present a plan to show over all cost savings.		
Alternatives: Not to participate.		
Source of Funds: 420.80.532.030.49		
Financial Impact: None		
Exhibits Attached:		

RESOLUTION NO 2025 - 048

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN DIRECTIVE BY AND BETWEEN THE CITY OF LAKE CITY AND FLORIDA GAS UTILITY FOR PARTICIPATION IN THAT CERTAIN GAS PRE-PAY TRANSACTION INITIATED BY THE MUNICIPAL GAS AUTHORITY OF GEORGIA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY OF LAKE CITY ENTERING INTO SAID DIRECTIVE; RECOGNIZING THE AUTHORITY OF THE MAYOR OF THE CITY OF LAKE CITY TO EXECUTE SAID DIRECTIVE; DIRECTING THE MAYOR OF THE CITY OF LAKE CITY TO EXECUTE SAID DIRECTIVE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City") entered into a Gas Services Agreement with Florida Gas Utility (the "Utility") on September 1, 1989, which agreement has since been amended by certain agreements (collectively, the "Agreement"); and

WHEREAS, the City provides natural gas utility services to consumers of natural gas; and

WHEREAS, the Utility has presented to the City the opportunity to participate in that certain gas pre-pay transaction initiated by the Municipal Gas Authority of Georgia for the purchase of natural gas at a discounted rate (the "Discount Rate Opportunity"); and

WHEREAS, the City desires to participate in the Discount Rate Opportunity by transmitting that certain directive and authorization as an amendment to the Agreement in the form attached hereto (the "Directive") to direct and authorize the Utility to delivery natural gas to the City pursuant to the terms of the Directive; and

WHEREAS, executing and transmitting the Directive is in the best interests of the City to ensure a reliable supply of natural gas to the City at a stable price; now therefore

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

1. Pursuing the Discount Rate Opportunity is in the public or community interest and for the public welfare; and

2. In furtherance thereof the Directive 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 is authorized and directed to execute the Directive on behalf of the City and transmit same to the Utility; and
4. All prior resolutions of the City Council of the City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. 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 April, 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:

Clay Martin, City Attorney

MEETING DATE
04/07/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Natural Gas Prepay 2025B

DEPT / OFFICE: Natural Gas

Originator: Steve Brown, Executive Director of Utilities		
City Manager Don Rosenthal	Department Director Steve Brown	Date 3/7/2025
Recommended Action: Our recommendation is to authorize the execution of the directive for the prepaid deal.		
Summary Explanation & Background: The City of Lake City as a member of Florida Gas Utility has entered into 5 previous gas deals with Municipal Gas Authority of Georgia and BlackBelt Energy to prevent extreme cost swings from being past along to our valued customers. The savings are estimated at 0.65/dth, approximately \$53,143.80 a year. Florida Gas Utility has brought to our attention that we have the opportunity to enter into another prepaid deal with Municipal Gas Authority of Georgia. Florida Gas Utility has volunteered to come present a plan to show over all cost savings.		
Alternatives: Not to participate.		
Source of Funds: 420.80.532.030.49		
Financial Impact: None		
Exhibits Attached:		



City of Lake City
Natural Gas Department
590 SW Arlington Boulevard
Lake City, FL 32025

Directive Confirmation and Addendum

EXHIBIT TO
RESOLUTION

NOT FOR
EXECUTION

To: Katie Hall, General Manager & CEO
Florida Gas Utility

From: City of Lake City (referred to in this Directive as "Participant")

Subject: Firm Gas Supply Authorization Under All Requirements Gas Services Agreement - MGAG Pending Transaction 2025B

This directive and authorization ("Directive") is given pursuant to the All Requirements Gas Services Agreement between Florida Gas Utility ("FGU") and Participant, dated as of October 1, 2016 (the "Agreement") and will constitute an Addendum to the Agreement. The gas to be delivered under this Directive shall, except as otherwise provided herein, be supplied in accordance with Article III of the Agreement.

FGU has shared with Participant information concerning an opportunity to participate in a gas pre-pay transaction initiated by Municipal Gas Authority of Georgia ("MGAG"). Under the proposal, MGAG has offered initial minimum discounted pricing of \$0.60/Dth off Inside FERC First of Month Index for the applicable geographic zone, for an approximate 30-year commitment to purchase firm quantities of gas, subject to a number of adjustments and variables, including future bond re-pricings after the first five to ten years, that will occur thereafter at approximate five-year intervals over the term (the "Variable Discount"). If the Variable Discount achieved during any re-pricing period is below \$0.23/Dth (the "Minimum Discount"), then the Participant has the option, but not the obligation, to exercise its right to terminate its participation in the remainder of the Transaction. If the Variable Discount achieved during any re-pricing period is at or above the Minimum Discount, then the Participant may or may not agree to an extension of the term of the transaction for a period equal to or less than the expiring re-pricing period. FGU shall contact Participant in advance of making a final decision regarding the term extension for final approval or rejection. MGAG also has the right to terminate the gas purchase agreement with FGU under certain circumstances. The detailed terms and conditions of the MGAG offer are contained in gas purchase documentation that FGU has previously delivered to Participant (the "MGAG Pending Transaction 2025B Documentation"). FGU is willing to enter into the MGAG Pending Transaction 2025B Documentation on behalf of and as agent for Participant, upon Participant's execution of this Directive, and upon receipt of other Directives from other FGU Members wishing to participate in MGAG's offer. This Directive will not become effective until FGU executes and enters into the MGAG Pending Transaction 2025B Documentation.

Participant hereby requests and authorizes FGU to secure firm gas supply on behalf of and as agent for Participant in the following quantities, under the terms and conditions of the MGAG Pending Transaction 2025B Documentation and the Agreement (the “Transaction”):

Term: For a term of up to 30 years starting no earlier than November 1, 2025, subject to MGAG’s termination rights under the MGAG Pending Transaction 2025B Documentation and Participant’s termination rights in the event: 1) that the Minimum Discount is not achieved in any re-pricing period; or 2) that its load requirements are significantly reduced or extinguished.

Quantity: 247 Dths per day, firm for the months of November – March in year one through and including year 30 of the Transaction;

209 Dths per day, firm for the months of April – October in year one through and including year 30 of the Transaction.

Participant will be obligated to take, or pay for, the designated quantity throughout the term, notwithstanding fluctuations in Participant’s gas supply requirements as otherwise permitted under Article III of the Agreement. Gas supplies furnished pursuant to this Directive shall constitute a portion of Participant’s gas requirements as contemplated in Article III (A) of the Agreement and shall be transported to Participant pursuant to Article II of the Agreement.

Price: Variable based on Inside FERC First of Month Index for the applicable geographic zone minus the Variable Discount, which initially shall be a minimum of \$0.60/Dth, portions of which shall be applied on a monthly basis with the remainder applied on an annual basis. About year five to ten and approximately every fifth year thereafter for the full term, the Variable Discount will be subject to adjustment. Participant shall be obligated to pay a pro rata share of all other costs payable by FGU under the MGAG Pending Transaction 2025B Documentation as described below.

Location: Receipt point(s) in FGT Zone 3 or as otherwise determined by FGU’s General Manager in accordance with the MGAG Pending Transaction 2025B Documentation.

Participant will be required to execute additional documentation in connection with the implementation of the Transaction (such as certificates as to base load percentages and use) and periodically thereafter in accordance with the MGAG Pending Transaction 2025B Documentation and will be subject to certain limitations on the use of gas purchased under this Directive, all as set forth in the MGAG Pending Transaction 2025B Documentation.

Participant acknowledges that any quantities purchased by FGU pursuant to this Directive will be purchased under firm contracts and that FGU will be required to take delivery of such quantities. Participant agrees to pay all amounts becoming due with respect to the gas to be delivered under this Directive, in accordance with the terms of the MGAG Pending Transaction 2025B Documentation and the Agreement, regardless of whether the gas is actually delivered to or used by Participant. Purchaser accepts the risks and limitations otherwise described in the

MGAG Pending Transaction 2025B Documentation and hereby agrees to pay its share of all costs, expenses and liabilities (including court costs and attorney fees) incurred by FGU in connection with its obligations arising under or in respect of the MGAG Pending Transaction 2025B Documentation or the transactions contemplated thereby. Furthermore, Participant understands that any claim for adequate assurance that results in a required payment or deposit by FGU, an early termination resulting in early termination costs, or any other costs, incurred by FGU on Participant's behalf because of this Transaction, shall be the responsibility of Participant in accordance with the terms of the Agreement.

This Directive is given as an Addendum to the Agreement for the purchase of a specific supply of gas and shall constitute a contractual obligation of Participant. In the event of a conflict between the terms of the MGAG Pending Transaction 2025B Documentation, as implemented by this Directive, and the terms of the Agreement, the terms of this Directive and the MGAG Pending Transaction 2025B Documentation shall control.

THIS DIRECTIVE SUPERCEDES ALL PRIOR AND CONTEMPORANEOUS DIRECTIVES REGARDING THE MUNICIPAL GAS AUTHORITY OF GEORGIA'S PENDING TRANSACTION 2025B AND CONSTITUTES THE SOLE, PREVAILING DIRECTIVE WITH REGARD TO THE SUBJECT MATTER ADDRESSED HEREIN.

EXHIBIT-NOT FOR EXECUTION

Authorized Signature

Print Name

Date

File Attachments for Item:

17. City Council Resolution No. 2025-049 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Alfred Benesch & Company, an Illinois Corporation, D/B/A "Benesch" for consulting services to assist the City with a Lake City Fire Rescue Assessment Study for Fiscal Year 2025-26 at a cost not to exceed \$47,848; 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; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 - 049
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND ALFRED BENESCH & COMPANY, AN ILLINOIS CORPORATION, D/B/A "BENESCH" FOR CONSULTING SERVICES TO ASSIST THE CITY WITH A LAKE CITY FIRE RESCUE ASSESSMENT STUDY FOR FISCAL YEAR 2025-26 AT A COST NOT TO EXCEED \$47,848; 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 (the "City") has a need for a fire rescue assessment study for fiscal year 2025-26 (the "Project"); and

WHEREAS, the City desires Alfred Benesch & Company, and Illinois corporation, doing business as "Benesch" (the "Vendor") to complete the Project at a cost not to exceed \$47,848; and

WHEREAS, the Vendor and the City desire to commence and complete the Project by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, completing the Project by engaging the Vendor'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 the Vendor to provide the services in the Agreement to complete the Project 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ___ day of April, 2025, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as “City”, and ALFRED BENESCH & COMPANY f/k/a Tindale-Oliver Design Group, LLC, hereinafter referred to as “Consultant” or “Contractor”.

WITNESSETH

WHEREAS, the City Council of the City of Lake City, Florida, has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2025 and Fiscal Year 2026; and

WHEREAS, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (hereinafter the “Fire Rescue Assessment Project”); and

WHEREAS, Consultant is well qualified and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and has agreed to make themselves available to provide professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2025 and Fiscal Year 2026; and

WHEREAS, Consultant shall furnish specialized professional services directly to City staff.

NOW, THEREFORE, it is agreed as follows:

TERMS

1. **RECITALS.** The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.
2. **SERVICES TO BE PERFORMED BY CONSULTANT.** The Consultant shall, in conjunction with the general direction of the office of the City Manager, City Attorney or their representative designees, provide the professional services described in the *City of Lake City Fire Assessment Study* attached hereto as Exhibit A in order to assist the City in the development of the Fire Rescue Assessment Project. Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”).
3. **TERM OF THE AGREEMENT AND TIME REQUIREMENTS.** This Agreement shall become effective upon the signature by the duly authorized representative of the City and Consultant for the Fiscal Year 2025 and Fiscal Year 2026 Fire Rescue Assessment Project and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual fire rescue assessment to be collected using the tax bill collection method for Fiscal Year 2025 and Fiscal Year 2026. Consultant shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the City of Lake City Fire Assessment Study so that the city may annually

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

achieve its objective. Accordingly, time is of the essence of the Agreement and Consultant shall perform its services as expeditiously as is consistent with its professional skill and care and the orderly progress of the Project.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way prejudice the payments due to the Consultant for services rendered, provided that the termination is not due to a default on the part of the Consultant. The City, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Consultant is notified of termination then being due and payable. In the event the City terminates this Agreement for any reason other than default by the Consultant prior to completion of the Fiscal Year 2025 and Fiscal Year 2026 assessment roll and the City continues to proceed with a fire rescue assessment, the City shall provide a written general release to Consultant, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

- 4. SCHEDULE OF FEES.** For services to be provided hereunder by Consultant, the Consultant shall work under a lump sum professional fee arrangement described in the City of Lake City Fire Assessment Study on the payment basis described in the Professional Fees Schedule in the City of Lake City Fire Assessment Study.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses, except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Tax Collector, Property Appraiser or like public official, which shall be considered a Fire Rescue Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2025 and Fiscal Year 2026. Such costs will be due and payable upon the adoption of the preliminary assessment resolution.

Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by City and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

- 5. COOPERATION OF THE CITY.** It shall be the obligation of the City to timely provide Consultant with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment.

The City of Lake City Fire Assessment Study contemplated herein contemplates that the city will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data or correlate the incident reporting data used by the City with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

- 6. DOCUMENTS.** All documents, electronic media, and other data developed by the Consultant in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the City by Consultant at any time upon request of the City for a period of seven calendar years following the completion of the project. When any work contemplated under

this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. **TERMINATION.** The City reserves the right to terminate this Agreement at any time, by written notice. In the event of such termination, Consultant shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date Consultant is notified of termination.
8. **DEFAULT PROVISION.** In the event Consultant shall fail to comply with each and every term and condition of this Agreement, fail to perform any of the terms and conditions contained herein, or if the Services fail to meet the Standard of Care then the City, in addition to all other remedies available by law, at its sole option and upon written notice to Consultant, may cancel and terminate this Agreement after written notice specifying the default and allowing Consultant seven (7) days in which it may cure the default.
9. **CONFLICT OF INTEREST.** Consultant covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests on the part Consultant or its employees, must be disclosed in writing to the City. Also, Consultant is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respect with the terms of said laws.
10. **AWARD OF AGREEMENT.** Consultant represents that it has neither employed nor retained any company or person to solicit or secure this Agreement that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. Consultant also represents that to the best of its knowledge and belief no officeholder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.
11. **CONTROLLING LAW.** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.
12. **ATTORNEYS' FEES AND COSTS.** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay to the prevailing party all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.
13. **PUBLIC RECORDS.** The Contractor shall comply with all public records laws.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
clerk@lcfla.com
1-386-752-2031**

The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services for a period of seven calendar years following the completion of the project.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the Contractor's time.
3. 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 records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian

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of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.
14. **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and Consultant. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.
15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.
16. **INSURANCE.** Consultant shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000.00 covering all liability to the extent caused by Consultant's negligent acts or omissions.
17. **NONDISCRIMINATION IN EMPLOYMENT.** Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. Consultant shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.
18. **INDEPENDENT CONTRACTOR.** Consultant and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.
19. **NON-DELEGABILITY.** It is understood and agreed that the obligations undertaken by Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.
20. **PROFESSIONAL SKILLS.** Consultant covenants and agrees to use its professional skills to complete its Services under this Agreement. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, Consultant cannot provide any indemnification or guarantee relative to any challenge to the validity of the fire rescue assessment.

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Consultant's obligation is to share its experience and employ its professional skills to provide a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be cured, with the permission of the City, by Consultant at no additional charge to the City.

- 21. NOTICES.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal services, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted (returned receipt requested) or the date of actual receipt, whichever is earlier.

CITY OF LAKE CITY, FLORIDA

City Manager
Attn: Don Rosenthal
205 N. Marion Ave
Lake City, Florida 32025

With copy to:

City Attorney
Clay Martin
527 East University Avenue
Gainesville, Florida 32601

Phone: 352-372-1282
Fax: 352-375-9960
Email: Clay@FoldsWalker.com

CONSULTANT

Benesch
1000 N. Ashley Drive, Suite 400
Tampa, Florida 33602

Phone: 813-224-8862
Fax: 813-226-2106

- 22. AMENDMENTS.** No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.
- 23. E-VERIFY.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- A. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - B. The City, Consultant, or any subcontractor who has a good faith belief that a person or

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EXECUTION**

entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- E. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

24. MISCELLANEOUS PROVISIONS.

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement
- B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in the Agreement shall rule.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Lake City, such provision, paragraph, sentence, work or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have, through their proper and duly authorized officials executed this Agreement the day ____ of _____ 2025.

BENESCH

CITY OF LAKE CITY, FLORIDA

By: EXHIBIT-NOT FOR EXECUTION, its

By: EXHIBIT-NOT FOR EXECUTION
Noah E. Walker, Mayor

ATTEST:

By: EXHIBIT-NOT FOR EXECUTION
Audrey Sikes

Approved as to form and legality:

By: EXHIBIT-NOT FOR EXECUTION
Clay Martin, City Attorney

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

The City of Lake City's fire assessment program was last updated in 2023. To reflect changes to the fire assessment variables, the City requested a quote to update the fire assessment technical study.

Benesch has extensive understanding of fire operations funding options and associated legal requirements and limitations, which enables us to provide the scope of services requested by the City. In addition, we have prepared the City's fire assessment studies since 2008, and therefore, have a strong understanding of the Lake City's assessment program. The following paragraphs provide the study approach and the estimated budget.

PROJECT APPROACH

This section provides a description of the tasks to be undertaken by the Benesch Team for the City of Lake City Fire Assessment study. The methodology included in this scope of services conforms with applicable laws, administrative rules, and regulations of the State of Florida—specifically, the following and other related Florida Statutory and case law requirements for a valid special assessment program:

- > The service provided must confer a special benefit to the property being assessed.
- > The costs assessed must be fairly and reasonably appropriated among the properties that receive the special benefit.
- > The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida law.

The following paragraphs outline tasks that will be completed as part of the study.

Task 1 – Methodology Review and Kickoff Meeting

Upon receipt of the notice to proceed, the Benesch Team will conduct a virtual kick-off meeting with the City staff and administration to discuss study goals, methodology and any concerns regarding the current assessment structure, schedule, and other issues/questions.

Incident data since 2023 as well as adopted budget for FY 2025 and proposed budget for FY 2026 (if available) will be obtained from the City. For property units and classification, data maintained by the Columbia County Tax Collector's Office will be used. Through our previous work for the City, we are very familiar with the Tax Collector's database as well as other data sources.

Task 2 – Technical Study

Update of the fire assessment program will be completed using the methodology agreed upon under Task 1 and will include the following subtasks.

Task 2a – Analysis of Budget Information

Benesch will evaluate Fire Department's current adopted budget and budget request for Fiscal Year 2026 (if available).

Similar to previous studies, the full cost of providing fire service delivery that includes all direct and indirect costs will be identified. The analysis will take into consideration any outstanding funding needs, as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate the full costs of services, including:

- > Net fire rescue services
- > Fair apportioning to include equipment/capital improvements and associated financing costs if bonds capital loans are used to fund the necessary capital
- > Implementing programs
- > Collecting assessments
- > Creating assessment rolls

Any dedicated revenues (such as grants, fire inspection fee etc.) that need to be accounted for will be identified.

Task 2b – Analysis of Service Demand Using Proposed Methodology

The Benesch Team will obtain fire rescue call response data since 2023 from the Fire Department to determine the appropriate service demand using the current adopted assessment methodology. This data will be added to the incident data used in the 2023 study to achieve a larger sample size.

Benesch will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes.

As part of this analysis, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but their response duration may be longer.

Any agreements with other service providers or entities, reports, and other data pertaining to the provision of fire rescue services will be evaluated.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will obtain the most recent copy of City properties from the Columbia County Tax Collector’s database.

Each property will be assigned an appropriate assessment rate class. Properties that need to be exempted, such as agricultural land, unbuildable land, very small parcels, parking structures, etc., will be identified and excluded.

Task 2d – Calculation of Rates, Revenue Requirements, and Rate Calculator

Based on the current adopted methodology and the apportioned costs for each land use and calculated development units, a rate schedule will be developed. A preliminary assessment roll will be developed.

In addition, a rate calculator will be developed to assist the City in analyzing different rate scenarios and revenue projections.

Task 3 – Development of Technical Report and Final Assessment Roll

The results of the Tasks 1 and 2 analyses will be provided in a technical report. The Benesch Team will present the study results to City staff and administrators.

Based on input received from the City, a final report will be submitted. Benesch will present the study results to the City Council and respond to questions.

Upon adoption of the final resolution, Benesch will prepare and submit the final assessment roll to the Tax Collector.

Task 4 – Meetings & Presentations

The following meetings are envisioned to take place as part of this analysis:

- > Kick-off meeting (virtual).
- > Draft report review meeting (virtual).
- > One City Council Workshop.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to City staff for review prior to the each meeting/ presentation.

Task 5 – Mailing of First Class Notice

Upon completion of the update analysis, Benesch will prepare and test a mail merge file to develop first class

notices. A sample of notices will be printed and tested for accuracy. Upon completion of this process, first class notices will be mailed at least 20 days prior to the adoption hearing.

PROJECT BUDGET

As shown in the following table, the professional fees and expenses associated with the City of Lake City Fire Assessment Study contract are estimated at \$47,848, which includes two virtual and one in-person meetings. This budget does not include any effort associated with development of resolutions or other legal documents.

Task	Professional Fees & Expenses
Technical Analysis	\$27,356
Technical Report	\$4,606
Meetings and Presentations (2 Virtual, 1 In-Person)	\$4,298
Mailing of First-Class Notices:	
- Preparation & Testing of Mail Merge File	\$6,422
- Expenses:	
- Materials	\$1,350
- Postage	\$3,816
Total Professional Fees & Expenses	\$47,848

This is a lump sum budget and the City will be invoiced monthly for the portion of the work completed and only for meetings that are used.

Benesch will be happy to respond to any questions from the City of Lake City staff to clarify our proposed cost and/or provide additional information as necessary.

EXHIBIT TO RESOLUTION NOT FOR EXECUTION

File Attachments for Item:

18. City Council Resolution No. 2025-051 - A resolution of the City of Lake City, Florida, appointing Scott Thomason as the Land Development Regulation Administrator; making findings of fact in support thereof; directing the City Clerk to reflect said appointment 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 in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 – 051
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING SCOTT THOMASON AS THE LAND DEVELOPMENT REGULATION ADMINISTRATOR; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT 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 IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") regulates the development of land by the provisions of the City of Lake City Land Development Regulations (the "LDRs"); and

WHEREAS, the official responsible for enforcement and administration of the LDRs is the Land Development Regulation Administrator (the "Administrator"); and

WHEREAS, Article Two, Section 2.1 of the LDRs provides the Administrator is designated by the City Council of the City of Lake City (the "City Council"); and

WHEREAS, the position of the Administrator will be vacant as of April 3, 2025 in the absence of action by the City Council; and

WHEREAS, the City Council has determined Scott Thomason possesses the requisite experience, knowledge, and education to perform the role of the Administrator; and

WHEREAS, in the public or community interest and in furtherance of the public welfare of the City to designate Scott Thomason to serve as the Administrator effective immediately, and until circumstances shall dictate otherwise; now therefore

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

1. Designating Scott Thomason as the Administrator is in the public or community interest and for public welfare; and
2. Accordingly, said Scott Thomason shall be and is designated as the Administrator; and
3. The City Clerk is directed to reflect the appointment set forth herein in the official records of the City.
4. 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

5. 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

19. City Council Resolution No. 2025-052 - A resolution of the City of Lake City, Florida, authorizing Task Orders One (1) and Two (2) pursuant to the City Council's Conditional Approval of the Legal Services Contract with Saxon Gilmore & Carraway, P.A, a Florida Corporation, to provide certain legal services in furtherance of the establishment of a Housing Authority for the City of Lake City; providing for and adopting fee limitations in the amounts of \$3,000.00 and \$5,500.00, respectively, for each of the two Task Orders, plus costs; making certain findings of fact in support of the City approving said Task Orders; recognizing the authority of the Mayor to execute and bind the City to such documents as are necessary and prudent to give effect to the provisions of this resolution; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Orders provided such changes do not increase the quoted price in a Task Order; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025 – 052

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ORDERS ONE (1) AND TWO (2) PURSUANT TO THE CITY COUNCIL'S CONDITIONAL APPROVAL OF THE LEGAL SERVICES CONTRACT WITH SAXON GILMORE & CARRAWAY, P.A., A FLORIDA CORPORATION, TO PROVIDE CERTAIN LEGAL SERVICES IN FURTHERANCE OF THE ESTABLISHMENT OF A HOUSING AUTHORITY FOR THE CITY OF LAKE CITY; PROVIDING FOR AND ADOPTING FEE LIMITATIONS IN THE AMOUNTS OF \$3,000 AND \$5,500, RESPECTIVELY, FOR EACH OF THE TWO TASK ORDERS, PLUS COSTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ORDERS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SUCH DOCUMENTS AS ARE NECESSARY AND PRUDENT TO GIVE EFFECT TO THE PROVISIONS OF THIS RESOLUTION; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ORDERS PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN A TASK ORDER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No. 2025-023 the City of Lake City, Florida (the "City") and Saxon Gilmore & Carraway, P.A., a Florida corporation, (the "Vendor") entered into that certain contract for legal services in furtherance of the establishment of a housing authority for the City (the "Services Contract"); and

WHEREAS, the City desires to explore opportunities arising from the establishment of a housing authority; and

WHEREAS, the Vendor possesses certain unique knowledge and experiences associated with the legal and practical elements of the establishment and ongoing concerns of a housing authority (the "Project"); and

WHEREAS, the Services Contract was approved by the City Council on the condition work under the Services Contract proceed based on written task orders provided by the Vendor and approved by the City Council; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific scope of the work defined by and embodied in a separate task order; and

WHEREAS, the City Council desires to authorize that certain Task Order One (1) which scope of work provides for the facilitation of and participation in an initial internal organizational meeting with the City Attorney, City Manager, and other relevant City personnel and officials; and thereafter, an introductory meeting with HUD Regional Office staff in Jacksonville for the not-to-exceed amount of \$3,000, and otherwise in accordance with the terms and conditions of the Services Contract (“Task Order One”); and

WHEREAS, the City Council further desires to authorize that certain Task Order Two (2) which scope of work provides for the facilitation of and participation in a public workshop with the City Attorney, City Manager, and other relevant City personnel and officials to discuss the relationship between the City and a housing authority, once established, including the facilitation of a discussion at said workshop concerning the resolution process needed to establish the housing authority, and considerations regarding selection and appointment of an initial board of commissioners for such housing authority for the not-to-exceed amount of \$5,500, and otherwise in accordance with the terms and conditions of the Services Contract (“Task Order Two”); and

WHEREAS, authorizing work to proceed as set forth in Task Order One and Task Order Two pursuant to the Services Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

WHEREAS, the City Council desires the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

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

1. Authorizing work to proceed as set forth in Task Order One and Task Order Two pursuant to the Services Contract with the Vendor for the Services in furtherance of the Project, which Services Contract provides for the billing for professional services be billed on an hourly basis, exclusive of necessary, pre-approved expenses, such as travel costs, is in the public interest and in the interests of the City; and
2. In furtherance thereof, the scope of work and authority to proceed as set forth in Task Order One and Task Order Two, subject to the terms and conditions of the Services Contract, 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 and directed to execute on behalf of and bind the City to the terms of such documents as are necessary and prudent to give effect to the provisions hereof; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the task orders authorized and approved hereby, provided such changes do not increase the quoted price of such task orders; 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 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 April, 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:

Clay Martin, City Attorney

File Attachments for Item:

20. City Council Resolution No. 2025-053 - A resolution of the City of Lake City, Florida, ratifying, approving, and adopting the budget amendment proposed by the Lake City Community Redevelopment Agency by its adoption of CRA Resolution 2025-01; amending the City budget for the fiscal year beginning October 1, 2024 and continuing through September 30, 2025 by appropriating an amount not to exceed one hundred sixty six thousand and no/100 dollars (\$166,000.00) for preparation and development of a new CRA Redevelopment Plan and Findings of Necessity to expand the CRA Boundary; making certain findings of fact in support of the City amending said budget; repealing all prior resolutions in conflict; and providing for an effective date.

Note: This item was presented for consideration at the CRA Meeting held prior to this meeting.

MEETING DATE
4/7/2025

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: CRA Budget Amendment

DEPT / OFFICE: CRA

Originator: Bryan Thomas		
City Manager	Department Director	Date
Don Rosenthal	Scott Thomason	3/19/25
Recommended Action: Approve request to amend the CRA budget.		
Summary Explanation & Background: The Lake City CRA Plan has not been updated since 2011, and many changes to the economic environment in the CRA have occurred over that time, necessitating a major revision of the Plan. The CRA has identified a firm (Inspire Placemaking Collective, Inc.) that specializes in CRA plans in Florida and has been approved by the Procurement department. The cost to revise the CRA Plan, including adding three additional blighted areas to the CRA district, is \$166,000. The project will cross fiscal years, and staff proposes to pay half of the cost in the 2025 fiscal year, and the remainder in the 2026 fiscal year. Currently, there is not enough money in the CRA budget allocated to Professional Services (account 030.31) to cover the expense. Therefore, staff is requesting that \$85,000 be moved from Undesignated Projects (account 060.63) to Professional Services (account 030.31).		
Alternatives: Do not allocate funds to revise the CRA Plan, and rely on an outdated Plan, substantial portions of which are no longer relevant to redevelopment efforts within the CRA district, and do not increase the area of the CRA.		
Source of Funds: CRA TIF fund.		
Financial Impact: None - reallocation of existing funds.		
Exhibits Attached: Inspire Placemaking Collective proposal.		

March 7, 2025

Bryan Thomas, CPM
Principal Planner
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Reference: Lake City CRA Expansion and Community Redevelopment Plan Update

Dear Bryan:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this proposal for planning services for the referenced project. This proposal provides a brief overview of our understanding of the project, our proposed scope of work, and our associated fees.

Project Information

In February of 2025, Inspire began working with the Lake City CRA to update the 2011 Community Redevelopment Plan. During the initial kickoff project meeting with City staff and administration, the Community Redevelopment Area boundaries and operational timeframe was discussed. The CRA is currently set to sunset in 2031. This Scope of Work is for the following services: (1) evaluation of additional areas for potential inclusion within the Lake City Community Redevelopment Area, (2) extension of the operational timeframe of the Lake City Community Redevelopment Area, and (3) in accordance with Florida Statutes, Inspire will prepare an update to the 2011 Community Redevelopment Plan. .

Evaluation of Potential Areas for inclusion in Community Redevelopment Area

The Community Redevelopment Area boundaries may be modified utilizing specific criteria outlined within the Florida Statutes and require the completion of a Finding of Necessity(FON) Study. This scope addresses the provision of a Finding of Necessity Study also known as a 'Blight Study', to evaluate and determine if certain areas within Lake City exhibit sufficient slum and blight conditions to be considered for potential inclusion within the existing Lake City Community Redevelopment Area and to prepare a Finding of Necessity Study in accordance with Chapter 163.335 of the Florida Statutes for the Study Area shown in **Exhibit A**.

Should the preliminary evaluation and findings of the Study Area indicate that there are insufficient qualifying conditions within the Study Area to satisfy the requirements of 163.34,(7)(a-c)/ (8) (a-o), Inspire will advise the City of alternative courses of action available to qualify the Study Area for consideration of inclusion within the existing Lake City CRA including but not limited to Interlocal Agreements and/or Resolutions between the

participating taxing authorities and the Community Redevelopment Agency.

Community Redevelopment Plan Update and Extension of CRA's Operational Timeframe

Inspire will prepare an update of the Community Redevelopment Plan to include the expansion area, and identify additional Capital Projects and redevelopment programming for the expansion area through the extension of the CRA's operational timeframe.

Inspire understands that the FON Study activities will begin immediately upon execution of this Contract.

Scope of Services

Inspire will provide the following services as part of this proposal:

TASK 1. KICKOFF & DATA COLLECTION

Inspire will coordinate with the CRA staff on the various aspects of the project including establishing the initial project schedule and performance milestones, identifying resources, reviewing public workshop options, planning stakeholder briefings/interviews, reviewing the project budget and scope, and providing the CRA timely project budget status and project completion updates.

Task 1.1. Project Kickoff, Management, & Data Request

Inspire will schedule and participate in a conference call (either by phone or MS Teams) with CRA staff to achieve the following:

- Discuss and establish the project timeline.
- Identify key stakeholders and CRA/City staff. Early identification, contact, and inclusion of key community contacts will be an integral component of an effective public involvement process.
- Review Inspire's request for data and resources.
- Schedule the in-person kick-off meeting in the Lake City CRA.

Task 1.2 Area Tour & CRA Board Update

Inspire Staff will attend one (1) day of meetings in the Lake City CRA with CRA/City representatives. The meetings will include:

- A kick-off meeting with CRA/City representatives to introduce the project teams and review the project scope and timeline in detail.
- A familiarization site tour with staff of the CRA/City to learn more about the potential expansion areas, special sites of interest, CRA redevelopment conditions, the successful application of the CRA's redevelopment programs, and to visually evaluate areas of the CRA for their redevelopment potential and/or development constraints.
- CRA Board presentation to introduce the consultant team and discuss the project goals.

TASK 1 DELIVERABLES:

- In-Person Meeting #1 (Kick-Off and Site Tour)
- CRA Board update

TASK 2. FINDING OF NECESSITY (FON) STUDY

The City has identified several parcels for evaluation and consideration for inclusion within the Community Redevelopment Area. At the direction of the Community Redevelopment Agency, Inspire will prepare a Finding of Necessity (FON) evaluation for the targeted areas, that will include a Slum and Blight Matrix summarizing the conditions observed in accordance with Chapter 163.340 (7), (8), Florida Statutes.

Task 2.1 Evaluation of Slum and Blight Conditions

This evaluation will determine if there are sufficient conditions of slum and blight present within the targeted areas to justify the areas' consideration for inclusion within the Community Redevelopment Area.

Inspire will evaluate the FON study area to determine if conditions of a 'slum area' (i.e., conditions that endanger life or property by fire or other causes) and / or conditions of a 'blighted area' (i.e., unsanitary or unsafe conditions, deterioration of site improvements, a greater number of code violations, etc.) are present.

Inspire will conduct the following assessments as part of this proposal:

Task 2.2 Boundary Confirmation

Inspire will confirm the study area boundaries shown in **Exhibit A** with CRA/City staff.

Task 2.3 FON Data Analysis

Inspire will review other pertinent planning and redevelopment studies (City/County Comprehensive Plans, Joint Planning Agreements, Small Area Studies, etc.). Inspire will also evaluate and review pertinent statistical data including but not limited to:

- a. US Census Reports and Census Tract information;
- b. Development trends and history in the study area and immediately adjacent to the study area;
- c. Property valuation history;
- d. Existing and future land uses;
- e. Existing building stock and conditions;
- f. Code enforcement history;
- g. Calls for service histories (Law Enforcement and Fire/EMT);
- h. Lot sizes and layouts;
- i. Existing infrastructure;
- j. Planned or programmed capital investment projects in or affecting the study area;
- k. Anticipated future development trends within and adjacent to the study area; and,
- l. Projected TIF revenue that may be generated by the parcels located within the potential CRA expansion area.

Task 2.4 Draft FON Study

Inspire will prepare the Draft Finding of Necessity Study and provide CRA/City Team members with an electronic copy of the draft document. Inspire will participate in one (1) conference call with CRA/City Team members to discuss desired edits and changes to the document.

Task 2.5 Revised Draft FON Study

Inspire will revise the Draft Finding of Necessity Study (Blight Conditions Study), incorporating comments and input received from the CRA/City Team members during the conference call, detailing the conditions within the specific study area that are consistent with the definitions, terms and conditions of *Florida Statutes Chapter 163*. This Finding of Necessity Study (Blight Conditions Study) may be used by the CRA/City to provide justification and background data for a Finding of Necessity Resolution required to modify the CRA Boundaries.

Task 2.6 Final FON Study

Inspire will prepare the Final Draft Finding of Necessity Study and provide City Team members with an electronic copy of the draft document. Inspire will participate in one (1) conference call with the City Team members to discuss desired edits and changes to the document.

TASK 2 DELIVERABLES:

- Electronic copy of Draft FON Study/FON Study Area Map
- Up to two rounds of revisions of the FON Study

TASK 3. SUBMITTAL OF FON REPORT, REVISIONS, AND DRAFTING OF ADOPTING RESOLUTION AND ORDINANCE

Task 3.1 Presentation of FON Report to CRA Governing Board

Inspire will create a PowerPoint Presentation to present the Finding of Necessity Report to the CRA Governing Board and collect their comments.

Task 3.2 Revisions to FON Report

Inspire will revise the Finding of Necessity Report once (1) based on the comments CRA staff received from the Lake City Community Redevelopment Agency. Inspire will submit the revised Finding of Necessity Report and revised PowerPoint Presentation to the Lake City Community Redevelopment Agency for consideration of adoption. The Final FON report will be delivered to the City in an electronic format.

Task 3.3 Resolution & Ordinance for Adoption of Modified CRA Boundary and Operational Timeframe Extension

Inspire will prepare a draft Resolution for review and use by CRA/City staff for the adoption of the Finding of Necessity Report by the Lake City Community Redevelopment Agency. Inspire Staff will also prepare a draft Ordinance for review and use by CRA/City staff for the amending the Lake City Community Redevelopment Area's boundaries and revising the parcels that participate in the contribution to the Lake City CRA Tax-Increment Trust Fund for adoption by the Lake City Council.

This step will run concurrently with the Community Redevelopment Plan adoption process.

Task 3.4 Presentation to Columbia County Staff/Administration

Inspire will present the revised Finding of Necessity Report to Columbia County Planning, Redevelopment staff and County Administration.

Task 3.5 Presentation to Columbia County Commission

Inspire will present the revised Finding of Necessity Report to the Columbia County Commission at a regularly scheduled meeting to update the Commission about the project and next steps.

TASK 3 DELIVERABLES:

- Up to one (1) round of final revisions of the FON Report
- One (1) PowerPoint Presentation for CRA/City Staff to present, with one (1) set of revisions
- One (1) Finding of Necessity Resolution for use by Lake City Community Redevelopment Agency
- One (1) Ordinance for review and use by Lake City Council
- Up to three (3) briefings with County Staff and Administration
- One presentation to Columbia County Commission at regularly scheduled meeting
- An electronic file transfer (via file transfer) of the above listed documents and associated GIS data files
- Final FON Report

TASK 4. CRA EXISTING CONDITIONS: DATA & ANALYSIS

Inspire will conduct the following assessments as part of this proposal:

Task 4.1 Existing Conditions and Trends Analysis

Utilizing GIS mapping, ESRI ArcGIS Business Analyst, CoStar and Lake City and Columbia County data sources, Inspire will conduct an Existing Conditions and Trends analysis to understand the interrelated nature of the conditions in the Community Redevelopment Area and how they may be best addressed through the update of the Community Redevelopment Plan. Inspire will prepare a current, holistic picture of the Community Redevelopment Area and will evaluate and document the following social, regulatory, and physical attributes of the Community Redevelopment Area:

- Demographics characteristics
- Housing characteristics
- Planned public infrastructure projects and identified infrastructure needs
- Parks and open space inventories, service areas and locations
- Existing land use patterns
- Vacant parcels and locations
- Future land use and zoning designations

- Overall physical conditions of the built environment, noting any specific areas where deterioration or improvement of physical conditions have occurred.

Task 4.2 Gap Analysis

Inspire will conduct a thorough review and assessment of the goals and objectives of the 2011 Community Redevelopment Plan and provide an assessment of the Plan's accomplishments, efficacy, and impacts. Inspire will also examine individual CRA projects and CRA programs to evaluate their impact upon the attainment of the Plan's stated goals and objectives. This assessment will be presented in a Technical Memorandum format that identifies full and partial achievements, shortcomings (if Plan objectives were not fully realized), and recommendations for existing goals and objectives to be incorporated into the Plan update.

Inspire will also evaluate the existing Community Redevelopment Plan for consistency with the current applicable Florida Statutes, Florida Administrative Code, and Attorney General (AG) determinations and include the findings in Technical Memorandum #1 along with recommended revisions (if necessary) to be placed in the updated Community Redevelopment Plan.

TASK 4 DELIVERABLES:

- Technical Memo #1 – Community Redevelopment Plan Assessment

TASK 5 PUBLIC INVOLVEMENT

Inspire will coordinate with the CRA to schedule public engagement activities that do not conflict with or impact other planned CRA/City activities or events. Inspire will perform the following community outreach tasks:

Task 5.1 Project Brand and Website

The Inspire team will collaborate with CRA/City staff to develop a project brand. The project branding will strengthen communication throughout the development of the Plan update. Inspire will generate up to three (3) design concepts based on an initial meeting with the CRA/City and provide two rounds of edits to finalize. The final brand will then be utilized on all planning-related documents and community outreach materials developed for the project.

As part of a robust public engagement process, Inspire will develop and maintain a Lake City CRA Plan Update project website that will provide multiple functions. The Social Pinpoint website will provide information about the project and offer interactive public engagement activities, such as surveys, maps, and priority games. The Inspire team will collaborate with CRA staff to develop all content and select engagement tools with up to two (2) rounds of revisions.

Inspire will include the project schedule, goals, key dates, draft documents, upcoming events/meetings, meeting summaries, and other relevant project-related information as it

becomes available. The team will help design marketing assets to promote public Workshops through appropriate channels identified by the CRA/City.

Task 5.2 Community Workshop/Open House

Inspire will facilitate two (2) CRA Community Workshops / Open Houses at a facility reserved by the CRA/City. The purpose of these events is to gather feedback and public input on projects and community priorities. The specific activities proposed to be utilized during the Workshops will include: an educational session about Community Redevelopment Agencies and the Lake City CRA, a hands-on base-map exercise, and a project/programming prioritization exercise. Inspire will coordinate with the CRA to identify key stakeholders and groups for participation in public input activities. The second Workshop will feature progress to date, conceptual ideas, and potential projects and programs to gauge community support.

Task 5.3 Focused Stakeholder Interviews

Inspire will conduct up to six (6) virtual Stakeholder Interviews with participants identified by the CRA/City to provide their unique insight and perspective of the CRA.

Task 5.4 Public Input Summary

Inspire will provide CRA staff with an electronic Technical Memorandum #2 summarizing the activities, attendance, and findings from the Community Workshop / Open House and stakeholder engagement.

TASK 5 DELIVERABLES:

- One (1) project website, four (2) Social media posts (1 for each workshop) in up to 2 formats (FB, Instagram, etc.), one (1) Stakeholder email graphic, one (1) flyer or poster for each workshop.
- Two (2) Community Workshops / Open Houses
- Workshop and Open House Materials
- Up to six (6) Virtual Stakeholder Interviews
- Technical Memo #2 - Public Input Summary

TASK 6. COMMUNITY REDEVELOPMENT PLAN UPDATE DRAFT

Inspire will prepare an update to the 2011 Community Redevelopment Plan that will reflect changes in the conditions of the CRA since the Plan's adoption, any modifications, and additional capital improvement projects and redevelopment programming through the CRA's operational timeframe. The update of the Community Redevelopment Plan will address the following: existing conditions, an updated map series, public input responses, Capital Projects Plan for the Community Redevelopment Area, and Tax Increment Fund Revenue projections through the CRA's operational timeframe.

Task 6.1 Strategic Framework

The Inspire team will utilize the assessments, insight of the local community, and economic conditions gathered during the completion of Tasks 2 and 3 to develop a Strategic Framework with associated Themes, Goals, and Actions for the CRA reflective of the shared community values, objectives, and goals. At the direction of the CRA, Inspire may develop Themes, Goals, and Actions that are described generally to provide the CRA flexibility in the undertaking of redevelopment activities and projects.

Task 6.2 Creation of Updated Capital Projects and Programs List (Preliminary CIP)

Inspire will prepare an updated Capital Projects and Programs list that is based on the Strategic Framework. The proposed Capital Projects and Programs will include an estimated magnitude of costs for capital improvements identified during the update process. Specific redevelopment programming will also be presented to complement the proposed Capital Projects.

Task 6.3 TIF Revenue Projections

Inspire, in coordination with the CRA, will develop Tax Increment Financing (TIF) Revenue Fund projections through the planning horizon for the Community Redevelopment Area.

Task 6.4 Five-Year CRA Budget (Worksheet)

Inspire will prepare a Five (5)-year Budget Worksheet for the Community Redevelopment Agency utilizing the Strategic Framework, Capital Projects, and the TIF Revenue Projections. The Five (5)-year Budget Worksheet is to be used by the Community Redevelopment Agency Governing Board as a guide to assist in the formulation of Annual CRA Work Plans, and to prioritize capital projects and programs.

Task 6.5 Revisions

Inspire will submit a draft of the Community Redevelopment Plan update for review by CRA/City staff and will make up to one (1) set of revisions as part of this phase prior to the presentation of the Plan to the CRA Board.

TASK 6 DELIVERABLES:

- Strategic Framework
- Capital Projects List
- TIF Revenue Projections
- Five-year Community Redevelopment Agency Budget Worksheet
- Draft Community Redevelopment Plan Update

TASK 7. PRESENTATIONS & FINAL CRA PLAN UPDATE

Inspire will present the revised draft of the Community Redevelopment Plan update to the CRA Board. Inspire's presentation will include a chronological summary of the purpose, tasks, activities, analysis, findings, and recommendations that comprise the draft Plan update. Upon direction from the CRA Board, Inspire will forward the draft updated Community Redevelopment Plan to the Local Planning Agency for their review and comments (up to a 60-day review period). Inspire will document all comments received from the Planning and Zoning Board, and at the CRA/City staff's direction shall incorporate the comments received into a revised draft of the updated Community Redevelopment Plan.

Task 7.1 Presentations of Draft CRA Plan Update to CRA Board

Inspire will present the draft Community Redevelopment Plan update to the CRA Board at a public meeting to solicit comments and discussion from the CRA Board.

Task 7.2 Transmittal of Draft CRA Plan Update to Local Planning Agency

At the direction of CRA Board, Inspire will transmit the draft Community Redevelopment Plan update to the Local Planning Agency for a sixty-day (60) review and comment period.

Task 7.3 Documentation and Incorporation of Comments and Revisions

Inspire will document all comments received from the CRA Board and Planning and Zoning Board. Inspire will perform up to one (1) set of revisions based on the compiled comments from the CRA Board, the LPA, the CRA/City, and other stakeholders.

TASK 7 DELIVERABLES:

- PowerPoint presentation of Draft Community Redevelopment Plan Update to the CRA Board
- PowerPoint presentation of Draft Community Redevelopment Plan Update to the Planning and Zoning Board
- Submittal of Draft Community Redevelopment Plan Update to Planning and Zoning Board (at direction of CRA Board)
- Final Draft Community Redevelopment Plan

TASK 8. NOTICE TO TAXING AUTHORITIES; COMMUNITY REDEVELOPMENT PLAN ADOPTION

Inspire will assist CRA Staff with the following notifications and adoption activities:

Task 8.1 Preparation of Notices to Taxing Authorities

Inspire will prepare public notices to each of the participating taxing authorities, in accordance with Florida Statute requirements, to advise them of the upcoming public hearings where the adoption of Community Redevelopment Plan update will be considered.

Task 8.2 Preparation of Enabling Resolution and Ordinance

Inspire will prepare the enabling Resolution and Ordinance for review and use by the CRA/City Attorney and submittal to the CRA Board / City Commission to affect the adoption of the updated Community Redevelopment Plan.

Task 8.3 Presentation Materials for CRA Plan Adoption Hearings

Inspire will prepare and present a PowerPoint presentation of the Final Community Redevelopment Plan Update to the CRA Board / City Commission for the adoption of the Community Redevelopment Plan Update.

TASK 8 DELIVERABLES:

- Preparation of draft Notice to Taxing Authorities
- Preparation of draft Resolution and Ordinance
- PowerPoint presentation of Final Community Redevelopment Plan Update to CRA Board / City Commission

TASK 9. LEGAL DESCRIPTION FOR EXPANDED CRA BOUNDARIES

Inspire will work with EDA, inc. to construct a legal description for the expanded CRA boundaries concurrent with production of the Finding of Necessity (FON).

Fee

Our professional fee for the above-described services shall be a lump sum of **\$166,000** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1: Kickoff and Data Collection	\$15,500
Task 2: Finding of Necessity (FON) Study	\$24,500
Task 3: Submittal of FON Report, Revisions, and Enabling Documents	\$10,000
Task 4: Existing CRA Conditions: Data & Analysis	\$17,500
Task 5: Public Involvement	\$25,000
Task 6: Community Redevelopment Plan Update	\$54,500
Task 7: Presentation of Final CRA Plan Update	\$8,000
Task 8: Notice to Taxing Authorities; Community Redevelopment Plan Adoption	\$6,000
Task 9: Legal Description for Expanded CRA Boundaries	\$5,000
TOTAL	\$166,000

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail and/or courier services.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf. Invoices are delivered electronically and will typically be sent from the following email address: noreply@infocuspay.com. Please add this email address to your contact/safe sender list to ensure receipt.

Schedule

The proposed services will be completed within eleven (11) months from the issuance of a notice to proceed. The proposed schedule for the update of the Community Redevelopment Plan is as follows:

Task 1: Kickoff and Data Collection.....	Month 1
Task 2: Finding of Necessity Study.....	Months 1-2
Task 3: Submittal of FON Report, Revisions, and Enabling Documents.....	Month 3
Task 4: CRA Existing Conditions.....	Months 2-5
Task 5: Public Involvement.....	Months 3-9
Task 6: Community Redevelopment Plan Update Draft.....	Months 6-9
Task 7: Presentation of Community Redevelopment Plan Update.....	Months 9-10
Task 8: Notice to Taxing Authorities; Community Redevelopment Plan Adoption.....	Month 11
Task 9: Legal Description for Expanded CRA Boundaries.....	Months 1-2

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Additional meetings
- Illustrative renderings other than those identified
- 3D graphic imagery and perspective renderings other than those identified
- Preliminary engineering and utility coordination
- Final Design and Construction Documents
- Permitting and Bidding Phase services
- Electrical Engineering and Photometrics
- Construction phase services
- Significant design modifications to the approved design.
- Attendance at regular coordination meetings or conference calls beyond those identified.
- Preparation of additional schematic site design(s) or alternative analysis.
- Rendered site plans or exhibits for public, community, or neighborhood meetings beyond those identified.
- Zoning changes, appeals, neighborhood meetings to review elements of design or approvals, easement documents, rendered plans, or other related services not included in the above-described scope of services.
- CRA Boundary Legal Description

Authorization

Work performed by Inspire will be in accordance with the attached terms and agreements.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept as written.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the scope of services outlined, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

Inspire Placemaking Collective, Inc.

Erik Bredfeldt, PhD, AICP
Project Manager

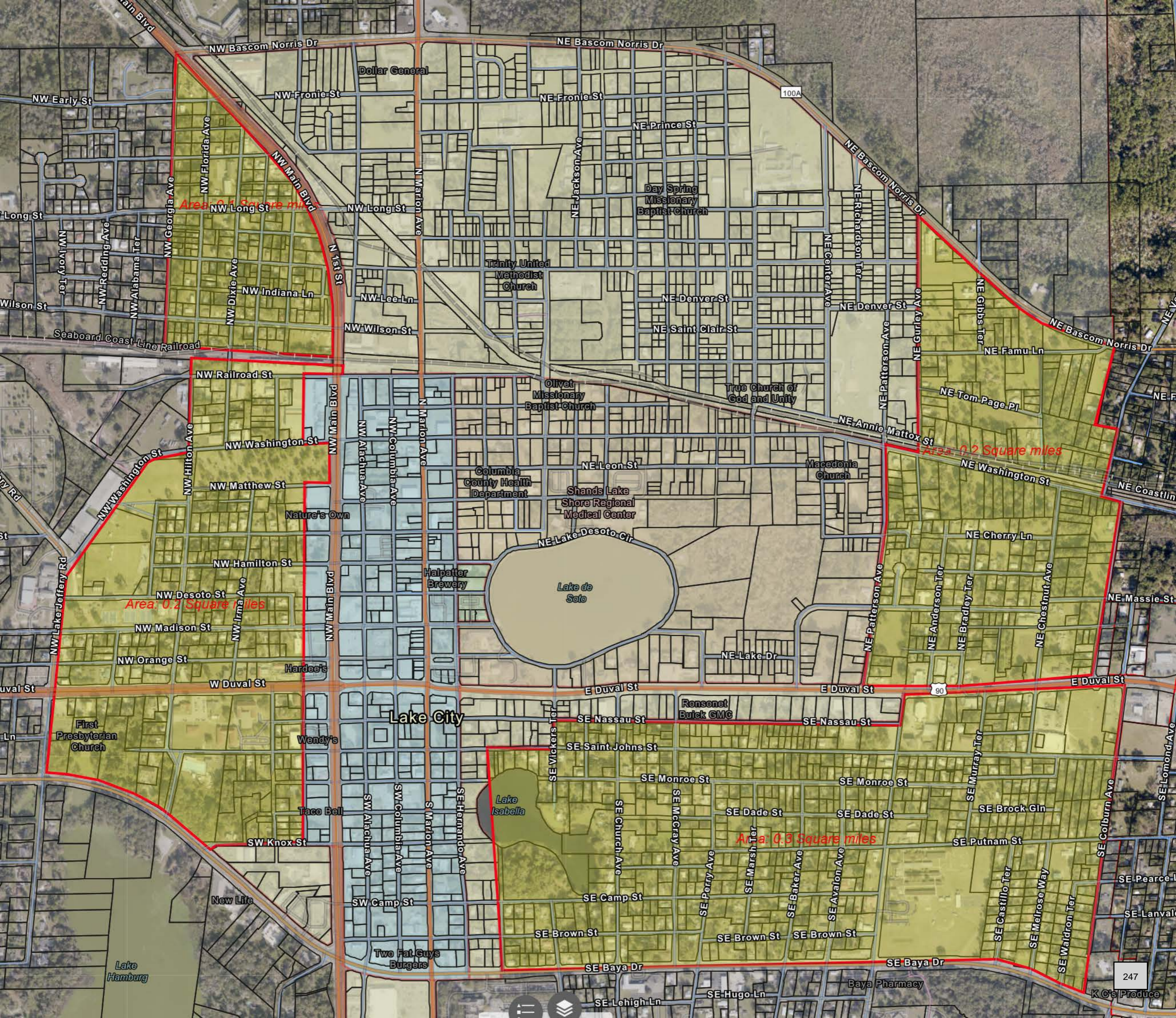
This work order shall be effective upon signature of both parties (the "Effective Date") and shall continue until completion of the Scope of Services.

AGREED BY:

Name

Date

Title



Area: 0.1 Square miles

Area: 0.2 Square miles

Area: 0.3 Square miles

Lake City

RESOLUTION NO 2025 - 053

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, RATIFYING, APPROVING, AND ADOPTING THE BUDGET AMENDMENT PROPOSED BY THE LAKE CITY COMMUNITY REDEVELOPMENT AGENCY BY ITS ADOPTION OF CRA RESOLUTION 2025-01; AMENDING THE CITY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND CONTINUING THROUGH SEPTEMBER 30, 2025 BY APPROPRIATING AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY SIX THOUSAND AND NO/100 DOLLARS (\$166,000.00) FOR PREPARATION AND DEVELOPMENT OF A NEW CRA REDEVELOPMENT PLAN AND FINDINGS OF NECESSITY TO EXPAND THE CRA BOUNDARY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID BUDGET; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Subsection 201(e) of the City Charter of the City of Lake City authorizes the City to appropriate and expend the money of the City for any lawful purpose; and

WHEREAS, the City Council of the City of Lake City (the "City") is the governing body for the City; and

WHEREAS, Florida Statutes require each municipality of the state to develop an annual budget; and

WHEREAS, Section 2-293 of the City of Lake City Code of Ordinances provides the Board of the Lake City Community Development Agency (the "CRA") may adopt a budget, subject to the approval of the City Council; and

WHEREAS, the City Council has approved an annual budget for each of the City and the CRA for the fiscal year 2024-2025 in compliance with Florida Statute; and

WHEREAS, Section 166.241(4), Florida Statutes, requires the governing body of a municipality to amend the budget in the same manner as the original budget is adopted; and

WHEREAS, the Lake City Community Redevelopment Agency (the “CRA”) has determined a need to prepare a new CRA Redevelopment Plan; and

WHEREAS, the CRA has further determined a need to expand the boundaries of the CRA; and

WHEREAS, on April 7 2025 the CRA Board by CRA Resolution 2025-01 adopted and approved, subject to ratification by the City Council an amendment to the fiscal year 2024-2025 CRA budget appropriating tax increment financing (“TIF”) funds in the amount not to exceed \$166,000 to prepare a new CRA Redevelopment Plan, and to expand the boundaries of the CRA (the “Project Purpose”); and

WHEREAS, the City Council desires to ratify, approve, and adopt the action of the CRA Board set forth in CRA Resolution 2025-001 and amend the fiscal year 2024-2025 budget for the CRA adopted by Resolution 2024-106 on September 16, 2024 to achieve the Project Purpose; now, therefore,

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

1. The budget for fiscal year 2024-2025 shall be and is amended to reflect appropriation of tax increment financing (“TIF”) funds in the amount not to exceed \$166,000 to prepare a new CRA Redevelopment Plan, and to expand the boundaries of the CRA.
2. The City Finance Director is directed to implement the budget amendment ratified, approved, and adopted hereby.
3. The City Finance Director is directed to post the budget amendment ratified, approved, and adopted hereby on the City’s official website within five (5) days after the adoption of this resolution and the related budget amendment in accordance with Section 166.241(6), Florida Statutes.
4. The City Clerk is directed to maintain the posting of the budget amendment ratified, approved, and adopted hereby on the City’s official website for two (2) years following the date it is initially posted on such website in accordance with Section 166.241(6), Florida Statutes.
5. 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 April, 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 E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney