
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

August 02, 2021 at 6:00 PM

Venue: City Hall

AGENDA

The 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 live on our Youtube channel. Youtube channel information is located at the end of this Agenda.

Pledge of Allegiance

Invocation - Mayor Stephen M. Witt

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.

Roll Call

Proclamations - None

Minutes

- [1.](#) 7-19-2021 Regular Session

Approval of Agenda

Approval of Consent Agenda

- [2.](#) Permit application from Dr. Christopher M. Esing to hold a Bicentennial Founders Day Celebration on Saturday, November 20, 2021.
- [3.](#) Approval for the Lake City Gateway Airport to apply for the Federal Aviation Administration (FAA), Airport Rescue Grant Program (ARGP), in an amount up to \$59,000.

Presentations - None

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.

Old BusinessOrdinances***Open Public Hearing***

- [4.](#) City Council Ordinance No. 2021-2195 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending section 22-4 of article 1 of chapter 22 of the City Code of the City of Lake City; providing for a schedule of permit fees; providing for the relocation or demolition of buildings and structures; providing for the set-up of mobile homes, manufactured homes, and modular homes; providing for the addition of driveway access; providing for the establishment of the City's military veteran building permit discount program, providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

Passed on first reading 6/7/2021

Close Hearing

Adopt City Council Ordinance No. 2021-2195 on final reading

New BusinessOrdinances

- [5.](#) City Council Ordinance No. 2021-2199 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

Adopt City Council Ordinance No. 2021-2199 on first reading

Resolutions

- [6.](#) City Council Resolution No. 2021-082 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Fourteen with Passero Associates, LLC, for professional services related to the realignment of Taxiway C at the Lake City Gateway Airport at a cost not-to-exceed \$59,150.00; and providing for an effective date.
- [7.](#) City Council Resolution No. 2021-087 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Fifteen with Passero Associates, LLC, for professional services related to the rehabilitation of the apron and taxi lanes at the Lake City Gateway Airport at a cost not-to-exceed \$103,370.00; and providing for an effective date.
- [8.](#) City Council Resolution No. 2021-106 - A resolution of the City Council of the City of Lake City, Florida, authorizing and ratifying the appointment of Ami Mitchell Fields as Interim City Manager; providing for the execution of an Employment Agreement with Ami Mitchell Fields; and providing for an effective date.
- [9.](#) City Council Resolution No. 2021-120 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Englewood Electrical Supply Company for the purchase of programmable logic controllers at a price not-to-exceed \$139,496.20; providing for an exception to the competitive procurement of the commodity; and providing for an effective date.
- [10.](#) City Council Resolution No. 2021-121 - A resolution of the City Council of the City of Lake City, Florida, declaring one firearm to be surplus to the City's needs; providing for the conveyance of the firearm to Lieutenant Keith Heston for his outstanding service to the City and its citizens during his career with the Lake City Police Department; and providing for the removal of the firearm from the fixed assets of the City.
- [11.](#) City Council Resolution No. 2021-123 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a grant award in an amount of up to \$166,520.00, from the United States of America acting through the Federal Aviation Administration in accordance with the Department of Transportation Appropriations Act of 2021, for projects at the Lake City Gateway Airport; providing for the realignment of Taxiway C; providing for the rehabilitation of the apron and taxi lanes; and providing for an effective date.
- [12.](#) City Council Resolution No. 2021-124 - A resolution of the City Council of the City of Lake City, Florida, constituting the fiscal year 2021-22 preliminary fire assessment resolution; relating to the provision of fire protection services, facilities and programs in the City of Lake City, Florida; confirming previous resolution as amended; reimposing fire protection assessments and establishing fire protection not-to-exceed assessment rates; directing the

preparation of the preliminary assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

Other Items

13. Discussion and Possible Action - Extension of State of Emergency (Mayor Witt)
14. Discussion and Possible Action - Selecting a firm to assist in City Manager search (Mayor Witt)

Departmental Administration

15. Discussion and Possible Action - Fire Pension Board Appointee (Donna Duncan)
16. Discussion and Possible Action - City's options to deal with complaints regarding the homeless in downtown (Ami Fields)

Comments by Council Members

Adjournment

Youtube Chanel Information

Members of the public may also view the meeting live on our Youtube channel at:
<https://www.youtube.com/channel/UC28Eyfa2Uogc-8VTWqafG3w>

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. 7-19-2021 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on July 19, 2021 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. The meeting was also held via Communications Media Technology.

PLEDGE OF ALLEGIANCE

INVOCATION – Councilman Eugene Jefferson

ROLL CALL

Mayor/Council Member
Vice Mayor/Council Member
City Council

Stephen M. Witt
Chris Greene
Jake Hill, Jr. - absent
Eugene Jefferson
C. Todd Sampson
Frederick Koberlein, Sr.
Ami Mitchell Fields
Chief Argatha Gilmore
Audrey Sikes

City Attorney
Interim City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES – None

APPROVAL OF AGENDA

Mayor Witt requested to remove item 14 as it was withdrawn. **Mr. Sampson made a motion to approve the agenda as amended. Mr. Jefferson seconded the motion. Mr. Greene expressed concerns with removing the item at this late hour and was uncertain why Chief Burnham, Ms. Fields and Ms. Sikes were not able to meet prior to today. He stated a lot of effort went into putting that item on the agenda and asked for this to be entered in the record. Mr. Greene stated this is something he feels like could have been handled long before it got on the Council agenda. The motion passed on a voice vote, with Mr. Greene casting a nay vote.**

PRESENTATIONS

1. Funding Request for Columbia Youth Football Association – Bucky Nash

Mr. Nash addressed Council on behalf of Richardson Community Center and the Annie Mattox Committee. Mr. Nash requested \$15,000.00 for the football program and \$15,000.00 for basketball. He stated the City currently gives the Association \$10,000.00 and the County gives \$7,500.00. Mr. Greene stated the City may already have \$9,200.00 set aside in the budget for the football program. He asked Finance Director Donna Duncan to confirm. Ms. Duncan reported the funds had not been requested and were available. Mr. Sampson confirmed with Ms. Duncan there are also funds in the amount of \$2,850.00 for field striping still in the budget that can be used. **Mr. Greene made a motion for the City to donate \$15,000.00 per Mr. Nash's request for the Columbia Youth Football Program. The motion provides for Mr. Nash to return to Council to work through the**

budget process for basketball funding. The motion identifies the funding source as the \$9,200.00 already budgeted and set aside for Columbia Youth Football and \$2,850.00 already in the budget for field striping and supplies with the \$3,000.00 balance coming from another funding source. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

Public comment: Glennel Bowden addressed Council and added his support for the program as it helps with crime prevention. He suggested having the Lake City Police Department help with security at games by adding it to the budget.

PUBLIC COMMENT

Bea Coker addressed Council regarding the enforcement of Section 2-46 of the City Code relating to meeting decorum. Provided a petition to request the City Council remove and ban violators from attending meetings of the City for a period of no less than six months.

Shawn Holmgren declined to comment unless other matters of personnel were brought up.

Stew Lilker addressed Council regarding the last City Council meeting. Spoke on Senate Bill 50. Mr. Lilker feels ordinances and resolutions are contradictory and the verbiage of discussion and possible action on the agendas is vague.

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2190. City Council Ordinance No. 2021-2190 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2190. No one asked to be heard therefore Mayor Witt closed the public hearing.

2. City Council Ordinance No. 2021-2190 (final reading) - An ordinance of the City of Lake City, Florida, amending the future land use plan map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2021-2190, amending the future land use plan map of the City of Lake City Comprehensive Plan, as**

amended; relating to an amendment of ten or less acres of land, pursuant to an application, CPA 21-01, by the property owners of said acreage, under the amendment procedures established in sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the future land use classification from commercial to residential moderate density (less than or equal to 4 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2191. City Council Ordinance No. 2021-2191 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2191. No one asked to be heard therefore Mayor Witt closed the public hearing.

3. City Council Ordinance No. 2021-2191 (final reading) - An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Greene made a motion to adopt City Council Ordinance No. 2021-2191, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended, relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 21-03, by the property owners of said acreage, providing for rezoning from commercial general (CG) to residential, single family-2 (RSF-2) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2192. City Council Ordinance No. 2021-2192 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2192. No one asked to be heard therefore Mayor Witt closed the public hearing.

4. City Council Ordinance No. 2021-2192 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as

amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Jefferson made a motion to adopt City Council Ordinance No. 2021-2192, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-02, by the City Council, providing for amending section 4.16.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.75 to 1.0 within the "ILW" industrial, light and warehousing zoning district; providing for amending section 4.17.9 entitled maximum lot coverage by all buildings by changing the floor area ratio from 0.50 to 1.0 within the "I" industrial zoning district. Mr. Greene seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Greene	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2021-2194. City Council Ordinance No. 2021-2194 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2021-2194. No one asked to be heard therefore Mayor Witt closed the public hearing.

5. City Council Ordinance No. 2021-2194 - (final reading) An ordinance of the City of Lake City, Florida, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential singl-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to adopt City Council Ordinance No. 2021-2194, amending the official zoning atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z21-04, by the property owner of said acreage, providing for rezoning from residential singl-family-3 (RSF-3) to commercial, neighborhood (CN) of certain lands within the corporate limits of the City of Lake City, Florida. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

NEW BUSINESS

Ordinances – None

Resolutions

6. City Council Resolution No. 2021-110 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Lieupo's Maintenance Group LLC, related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility; providing for a contract price not to exceed \$18,500.00; providing for the execution of the contract; and providing an effective date. **Mr. Greene made a motion to adopt City Council Resolution No. 2021-110, accepting a bid from Lieupo's Maintenance Group LLC, related to the purchase and installation of field fence at the Kicklighter Wastewater Treatment Facility; providing for a contract price not to exceed \$18,500.00 and providing for the execution of the contract. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

7. City Council Resolution No. 2021-111 - A resolution of the City Council of the City of Lake City, Florida, awarding a contract for the construction of the Lake City Fire Station Number Two to Oelrich Construction, Inc.; providing for the City Manager to authorize the provision of labor, equipment, and materials for site work to be performed by the City; providing for a contractual guaranteed maximum price of \$2,425,275.00, to be paid to Oelrich Construction, Inc.; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-111, awarding a contract for the construction of the Lake City Fire Station Number Two to Oelrich Construction, Inc.; providing for the City Manager to authorize the provision of labor, equipment, and materials for site work to be performed by the City, and providing for a contractual guaranteed maximum price of \$2,425,275.00, to be paid to Oelrich Construction, Inc. Mr. Greene seconded the motion.**

Council comments: Mr. Greene stated \$1.7 million was budgeted for this project but the City is still \$725,275.00 short. There was a request for \$888,000.00 to be accepted by the Fire Department from the CARES Act. Mr. Greene stated that was a \$162,725.00 difference, and didn't feel that the CARES Act funding would be needed. The Council borrowed \$5 million for City Hall and the Fire Station, with only having used about \$1 million for property acquisition, there is still roughly \$4 million left. Mr. Greene stated he does not support allocating the \$888,000.00 from the CARES Act.

Mr. Sampson stated he agreed with reallocating funds budgeted for City Hall and discussed the increase in the Fire Department budget to repay the debt.

Fire Chief Randy Burnham reported he requested funds above the budgeted amount to include the \$82,000.00 for City Council Resolution# 2021-112, and \$74,682.00 for owner's representation for the design process. Including these amounts would cover all the expenses. He reported the Fire Department has been paying on the budgeted \$1.7 for two years, and he didn't want to further increase the debt on the Fire Department.

Mr. Greene made a motion to adopt City Council Resolution No. 2021-111, awarding a contract for the construction of the Lake City Fire Station Number Two to Oelrich Construction, Inc.; providing for the City Manager to authorize the provision of labor, equipment, and materials for site work to be performed by the City, and providing for a contractual guaranteed maximum price of \$2,425,275.00, to be paid to Oelrich Construction, Inc. The motion identifies the funding source for the \$2,425,275.00 out of the money already borrowed and excludes the use of Cares Act Funding. Mr. Sampson seconded the motion.

Public comment: Sylvester Warren addressed Council and stated he would like to be assured that taxes will not go up for the Fire assessment.

A roll call vote was taken and the motion carried.

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

8. City Council Resolution No. 2021-112 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for professional services related to the construction of the Westside Fire Station; providing for a not-to-exceed price of \$82,000.00, for the professional services; and providing for an effective date. **Mr. Jefferson made a motion to adopt City Council Resolution No. 2021-112, authorizing the execution of Task Assignment Two with Passero Associates, LLC, for professional services related to the construction of the Westside Fire Station; providing for a not-to-exceed price of \$82,000.00, and for the professional services. The motion identifies the funding source out of the bond reissue and excludes the use of Cares Act Funding. Mr. Greene seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jefferson	Aye
Mr. Greene	Aye
Mr. Sampson	Aye
Mayor Witt	Aye

9. City Council Resolution No. 2021-116 - A resolution of the City Council of the City of Lake City, Florida, authorizing the purchase of a hydraulic excavator from Ring Power Corporation to improve the efficiency of various city departments; providing for the payment of not-to-exceed \$282,419.00 to Ring Power Corporation; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-116,**

authorizing the purchase of a hydraulic excavator from Ring Power Corporation to improve the efficiency of various city departments, and providing for the payment of not-to-exceed \$282,419.00 to Ring Power Corporation. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

10. City Council Resolution No. 2021-117 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Change Order Number One to the Contract between the City and Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building; providing for an increase in the contract price by \$18,872.00; and providing for an effective date. **Mr. Sampson made a motion to adopt City Council Resolution No. 2021-117, authorizing the execution of Change Order Number One to the Contract between the City and Slack Construction, Inc., related to the purchase and installation of a prefabricated metal building, and providing for an increase in the contract price by \$18,872.00. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jefferson	Aye
Mr. Greene	Aye
Mayor Witt	Aye

11. City Council Resolution No. 2021-118 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Kim M. Landry, M.D., P.A., a Florida for-profit professional association, and Kim M. Landry, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System; providing for an annual fee of \$20,000.00; providing for conflict; and providing for an effective date. **Mr. Greene made a motion to adopt City Council Resolution No. 2021-118, authorizing the execution of an agreement with Kim M. Landry, M.D., P.A., a Florida for-profit professional association, and Kim M. Landry, M.D., an individual, to serve the City as the City Fire Department Medical Director for the City Emergency Management Dispatch System, and providing for an annual fee of \$20,000.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

DEPARTMENTAL ADMINISTRATION

12. Discussion and Possible Action: Staff recommendation to approve proposed FY 21/22 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM)

Notice advertisement to property owners for the City's Tentative Budget Hearing (Ami Fields/Donna Duncan)

Finance Director Donna Duncan addressed Council regarding the TRIM. She reported she initially looked at the budget overall and currently our roll back rate is 4.9253. She proposed the max rate at 5.7651 and reported it can always go lower. However, if you advertise it at the 4.9253 you can not increase it. Mr. Sampson inquired about a 10 million drop in property value. Ms. Duncan stated per the Columbia County Property Appraiser's Office, the Lake Shore Hospital Authority is now off the tax role because it's no longer being leased. She stated this will also impact the Community Redevelopment Agency fund about \$60,000.00. **Mr. Greene made a motion to approve the TRIM Budget as described by Finance Director Donna Duncan. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

13. Discussion and Possible Action: Staff recommendation to approve the TRIM Schedule for FY21/22 (Ami Fields/Donna Duncan)

Donna Duncan proposed dates for all meetings. Members concurred to hold the budget meetings on August 17, 2021 and August 19, 2021. **Mr. Greene made a motion to approve the TRIM meeting dates as proposed by Donna Duncan. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Greene	Aye
Mr. Sampson	Aye
Mr. Jefferson	Aye
Mayor Witt	Aye

COMMENTS BY COUNCIL – None

ADJOURNMENT

All matters having been handled, the meeting adjourned at 7:24PM on a motion made and duly seconded.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, MMC City Clerk

File Attachments for Item:

2. Permit application from Dr. Christopher M. Esing to hold a Bicentennial Founders Day Celebration on Saturday, November 20, 2021.

City of Lake City

☐ Darby Pavilion

☐ Special Events

Application

Applicant Information

Organization/Applicant Name: Dr. Christopher M. Esing		
What is Event For?: Bicentennial of the Settlement of Columbia Co.		
Contact Name: Dr. Christopher M. Esing	Phone: 931-251-1795	
Address: 101 University Ave Apt. C-407 Clarksville		
City: Clarksville	State: TN.	ZIP Code: 37040
Email: christopheresing@yahoo.com		
Facility/Park Requested: Wilson/Clussee/Park	Date Of The Event: Sat Nov. 20th	Time Requested: All Day
Estimated Attendance: Hundreds / Thousands ?		

Darby Pavilion Only

Alcohol: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Set Up Time: 9:00	Event Time: 9:30 or 10:00	Clean Up Time: 10:00 P.M.
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Parade Information

Line Up Place and Time:	Inclement Weather Date:
Anticipated number of vehicles to be used in the parade:	Parade Start Time:
Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)	
N/A	

Event Information

Will you be collecting admissions/donations of any type at this event?: No.	
Will any items be sold at this event (including food)? Yes	What kind?: Food / Crafts by Vendors
Are you having other vendors participate in this event?: Yes	Please list: unknown at this time
Is this event open to the public? Yes	What Activities are planned?: history display, music, crafts, car show
Will bounce houses be used?: No.	Will tents be used?: Yes.
Will you be serving food?: Yes.	

RECEIVED

JUN 22 2021

OFFICE OF THE CHIEF

Services Requested (Fees Apply)

Security/Crowd Control Requested?: yes

Clean Up Requested?: yes

Will you need access to electricity?: yes If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested?: If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route:

yes - I am requesting that Desoto N.E. Lakeshore Drive be close. N.E. Lake Desoto Drive and Hernando between Duval & N.W. Humble St.

****Please note clean up, electric, and police presence is an additional fee****

Organization Information

Type of Organization (please circle one): Not for Profit(must provide 501c3 letter) For Profit Individual

Federal ID#:

N/A

Tax Exempt #:

N/A

Fee Schedule

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES

OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

Rental Guidelines on the above Parks: *NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, *No vehicles allowed in the park, *No tents, poles or signs allowed in the grass area of the parks, *No nails or tape on the gazebo, *All Trash Cans must be emptied by the organizer.

Wilson Park Only
828 NE Lake Desoto Circle
Hours of operation 9am-11pm

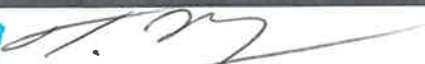
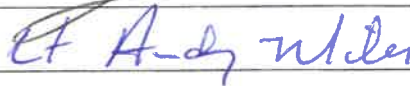

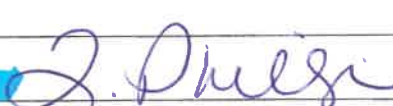
Darby Pavilion Only: \$100 daily fee - includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS
ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS

Fire Pit Water Features: includes wood and City Staff to light ☐ 10 lighted pits \$200.00 ☐ 20 lighted pits \$300.00

Electrician: CITY OF LAKE CITY PERSONNEL ONLY ☐ over 110 volts breaker fee \$25.00 per breaker Number Needed?

Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

Staff Use Only		
Approved (All signatures required for approval)	Deposit Amount: Date Due:	Map Attached: D.O.T. Approval: Proof of Insurance:
Denied	Electricity Needed: Electricity Charge:	Road Closures: Parking Lot Closures:
Rental Fee:	Total Received:	Deposit Returned: Date: Amount:
Applicant Signature:		Date:
Department Approval		
Public Works Official: 	Date: 6-22-21	
Police Department Official: 	Date: 7/22/21	
DOT Release (if applicable)	Date:	
City Manager: 	Date: 7/26/21	
City Council:	Date:	
CRA Official:	Date:	
Recreation Department Official: 	Date: 6/21/21	

I spoke to Dr Esing on 7/21/21 and explained that if the city doesn't sponsor the event he would be responsible for 4 officers @ \$35.00/hr for duration of the event. He will make decision @ that point about going forward.
Approval is conditional on city council
Am

Hold Harmless Agreement: The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the more existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City, 205 North Marion Avenue, Lake City, FL 32055, must be shown as "Additional Insured" which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

Copyright Law: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

Certification by Applicant: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the application or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filing this application, I and the organization on whose behalf this application is made, contract and agree that we will jointly and severally indemnify and hold the City of Lake City harmless against liability, including court costs and attorney's fees, for trial and on appeal, for any and all claims for damage to property or injury to, or death of, persons arising out of or resulting from the approval of the Special Events application or the conduct of the activity or its participants.

Licensee Signature

Date

.....
LICENSEE CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant: _____

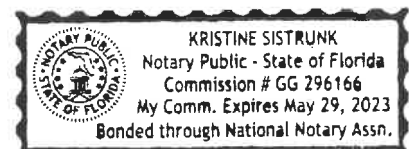
Date: _____

Subscribed and affirmed 6/16/21 By (Print Applicant Name) Christopher Esing

He/she is personally known to me OR has presented _____ as identification and who did take an oath.

Notary Signature and Seal: _____

My commission Expires: May 29, 2023



Americans with Disabilities Act:

The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.

Lake City and Columbia County Bicentennial Founder's Day Celebration

I am Dr. Christopher Esing, and I am organizing a Bicentennial Founders Day event for Saturday, November 20, 2021 to mark the 200th Anniversary of the settlement of Lake City and Columbia County. In the late fall of 1821, Noel Raulerson first arrived and built his cabin on the site of what would be Olustee Park near the entrance to the Columbia County Court House. To mark the occasions of the anniversary, I am working with civic organizations to commemorate the event by honoring the varied history of the area while also creating a festival for the community that all the citizens can enjoy. I have asked multiple civic organizations to participate with the goal that each civic group would create one booth to represent a decade of history for the area with 20 organizations then hosting 20 booths representing every decade from 1820 to 2020. Many have already pledged their support including the Elks, United Way, Lions, Women's Club, Altrusa, Rotary, etc... These booths will be located in Wilson Park, and I have asked each group to include several things in their display. The organization would craft the booth in the style of the decade, and the members would dress up in costumes that reflected that period. At the booth, the organization would do several things 1. Offer a Carnival Style Game that would mimic that period that kids could play. For the fifties as an example, they have discussed Hula-hoop Contests and Yard Yahtzee since both were invented in the era. I have also asked that they have an appropriate prize that you can give to the kids. We are also asking that a small food or treat for the adults be given that would be reflective of the period but also local culture. A good example was that someone could offer kettle corn, another decade could offer peanuts, one decade could do chicken pilau. If it was the 1840s, someone would make cornbread which they offered with butter, later dates offer cotton candy, popcorn, corn on the cob and butter, etc. I have also asked them to offer some type of photo op at each of the booths- one of the hole cut out and insert fact reflective the dress or style. These booths would be set up in Wilson Park on the morning of November 20th and ready to go for the crowds to start arriving around 9:30/ 10:00. In addition to these booth, other events would be happening at the same time, with music in the Darby Pavilion that would be hosted by Skip and Matt Johns. Skip has agreed to assist in developing the lineup and keeping the music flowing. There would also be crafts and food vendors in Olustee Park. In addition, there would be a Car Show around Lake Desoto as well as a Pioneer Competition. I am also working on the logistics of having the schools perform at the pavilion in Olustee Park. I am also asking the churches to assist in what would be a giant cake walk that would run down Hernando to connect the two big venues of Olustee and Wilson Parks. I am asking several of the churches to run but that many churches would be involved in baking treats for children. There is also a goal is to have a fireworks display over Lake Desoto to cap it all off followed by a Founders Day Frolic Dance at Wilson Park from 7:00 to 9:30. All the events would occur on Saturday November 20th, though we are also discussing having a dance on Friday night November 19th. I may also seek the use of the Wilson Pavilion for a Raulerson Reunion Potluck to honor the Raulerson descendants on Sunday though we are also discussing Corinth Church for the event. So outside of the multiple venues on Saturday, I am also requesting Wilson Park for Friday evening and Wilson Park Sunday Morning. I am also currently seeking city sponsorship for this event in order to be covered under your insurance and to cover the costs of the park rentals. I am on the agenda for July 6, 2021.

Thank You
Dr. Christopher M. Esing
Christopher M. Esing

File Attachments for Item:

3. Approval for the Lake City Gateway Airport to apply for the Federal Aviation Administration (FAA), Airport Rescue Grant Program (ARGP), in an amount up to \$59,000.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:
Federal Grant Agreement

DEPT / OFFICE:
Airport

Originator: Florence Straugh		
City Manager	Department Director	Date
Ami Mitchell Fields	Florence Straugh	7/26/2021
Recommended Action:		
To approve of the grant application for the Federal Aviation Administration (FAA), Airport Rescue Grant Program (ARGP).		
Summary Explanation & Background:		
<p>The ARGP grant funds are to be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. The Lake City Gateway Airport (LCQ) is eligible for costs up to \$59,000.</p>		
Alternatives:		
Source of Funds:		
Federal Airport Rescue Grant Program (ARGP).		
Financial Impact:		
None.		
Exhibits Attached:		

Application for Federal Assistance SF-424

*1. Type of Submission:

☐ Preapplication

☒ Application

☐ Changed/Corrected Application

*2. Type of Application

☒ New

☐ Continuation

☐ Revision

* If Revision, select appropriate letter(s):

*Other (Specify)

*3. Date Received:

NA

4. Applicant Identifier:

LCQ (Lake City Gateway) Lake City, FL

*5b. Federal Entity Identifier:

12-0039

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Lake City

*b. Employer/Taxpayer Identification Number (EIN/TIN):

59-6000352

*c. Organizational DUNS:

02-098-3110

d. Address:

*Street 1: 3524 EAST US HWY 90

Street 2:

*City: LAKE CITY

County/Parish:

*State: FL

Province:

*Country: USA: United States

*Zip / Postal Code 32055

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.

*First Name: Florence

Middle Name:

*Last Name: Straugh

Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (386) 752.2118

Fax Number:

*Email: straughf@lcfla.com

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

X. Airport Sponsor

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

\$59,000 for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: 4

*b. Program/Project: 5

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: NA

*b. End Date: NA

18. Estimated Funding (\$):

*a. Federal	\$59,000
*b. Applicant	\$0
*c. State	\$0
*d. Local	\$0
*e. Other	\$0
*f. Program Income	\$0
*g. TOTAL	\$59,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Ms. _____ *First Name: Florence _____

Middle Name: _____

*Last Name: Straugh _____

Suffix: _____

*Title: Airport Manager

*Telephone Number: (386) 752.2118

Fax Number:

* Email: straughf@lcfla.com

*Signature of Authorized Representative:

*Date Signed:

File Attachments for Item:

4. City Council Ordinance No. 2021-2195 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending section 22-4 of article 1 of chapter 22 of the City Code of the City of Lake City; providing for a schedule of permit fees; providing for the relocation or demolition of buildings and structures; providing for the set-up of mobile homes, manufactured homes, and modular homes; providing for the addition of driveway access; providing for the establishment of the City's military veteran building permit discount program, providing for the repeal of conflicts; providing for severability; providing for codification; and providing an effective date.

Passed on first reading 6/7/2021

CITY COUNCIL ORDINANCE NO. 2021-2195

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING SECTION 22-4 OF ARTICLE 1 OF CHAPTER 22 OF THE CODE OF THE CITY OF LAKE CITY; PROVIDING FOR A SCHEDULE OF PERMIT FEES; PROVIDING FOR THE RELOCATION OR DEMOLITION OF BUILDINGS AND STRUCTURES; PROVIDING FOR THE SET-UP OF MOBILE HOMES, MANUFACTURED HOMES, AND MODULAR HOMES; PROVIDING FOR THE ADDITION OF DRIVEWAY ACCESS; PROVIDING FOR THE ESTABLISHMENT OF THE CITY'S MILITARY VETERAN BUILDING PERMIT DISCOUNT PROGRAM; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 22-4, Code of the City of Lake City, Florida (hereinafter the "City"), establishes payment of construction permit fees and reinspection fees; and

WHEREAS, Section 1-10, Code of the City of Lake City, Florida (hereinafter the "Code"), provides that any alterations to the Code must be made by ordinance; and

WHEREAS, Ordinance No. 2017-2094, provided for the establishment of building permit fees and reinspection fees charged by the City and said ordinance was subsequently amended by Ordinance no. 2019-2132; and

WHEREAS, Section 22-3, of the Code adopts the Florida Building Code in its entirety; and

WHEREAS, Section 166.222, Florida Statutes, authorizes a municipality to adopt a schedule of reasonable fees in order to defer the costs of inspection and enforcement of its building code; and

WHEREAS, the schedule of fees, as authorized by Section 166.222, Florida Statutes, and collected by the City shall be used solely for carrying out its responsibilities in enforcing the Florida Building Code; and

WHEREAS, the City, in implementing recognized management, accounting, and oversight practices, identified that the Code related to the City's schedule of building permit fees and inspection fees, is no longer applicable to the enforcement of the Florida Building Code; and

WHEREAS, the City Council finds that, in order to enforce Florida Building Code and protect the health, safety and general welfare of the residents of the City, it is necessary to amend the Code to provide an updated schedule of reasonable fees of the inspection and enforcement of the Florida Building Code.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

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

Section 2. That Section 22-4 of Article 1 of Chapter 22 of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 22-4. - Payment of construction permit fees; reinspection fees.

- (a) Except as otherwise provided for in this Code, any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy or occupant content of a building, structure, or facility, or any outside area being used as part of the building's designated occupancy (single or mixed) or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit for the work, and in addition to any other fees provided in this Code, to pay a construction permit fee to the city computed on the valuation of the building, structure, or facility as provided herein, or as may be amended by resolution of the city council.
- (b) All fees are non-refundable.
 - (1) Generally:
 - a. *Schedule of building permitting fees:* The following fee schedule shall be used in determining building permit fees based on construction valuation, in addition to any other permit fee listed herein. Valuation for purposes of this section, in the event of controversy over the issues between the city and applicant for building permit, shall be determined by the valuation standards as established and set forth in the latest official publications of the Florida Building Code, or by copy of the original signed contract, or by a detailed cost estimate which meets the approval of the building official.

SCHEDULE OF BUILDING PERMIT FEES

Total Valuation	Commercial and Residential
\$1,000.00 and less	\$75.00
\$1,000.01 to 5,000.00	\$100.00

\$5,000.01 to \$25,000.00	\$125.00 (for the first \$5,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.
\$25,000.01 to \$50,000.00	\$250.00 (for the first \$25,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.
\$50,000.001 to \$100,000.00	\$400.00 (for the first \$50,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.
\$100,000.01 and above	\$675.00 (for the first \$100,000.01) plus \$5.00 for each additional one thousand dollars, or fraction thereof.

- b. *Technology fee*: All construction permits shall have three percent of the total permit fee added on all permit fees stated herein. The purpose of this fee is to offset the costs associated with technology related items used to provide a greater degree of customer service and reduce response time in providing permits and inspections.
- c. *Reinspection fee* (must be paid in advance before a second inspection is made): \$40.00.

Electrical permit fees:

(2) The following is a schedule of electrical permit fees:

- a. *Service installation*:

Size of Service	Fee
200 Amperes and less (minimum charge)	\$46.35
Over 200 Amperes:	
First 200 Amperes	\$46.35
Each additional Ampere	\$0.30

- b. *Reinspection fee* (must be paid in advance before a second inspection is made): \$40.00.
- (3) All other electrical related services, such as, but not limited to, rewiring or electrical alterations:
- a. *Generally:*

Valuation by Contract Prices	Fee
\$1,000.00 and less	\$75.00
All over \$1,000.00:	
First \$1,000.00	\$100.00
Each additional \$1,000.00 or fraction thereof	\$5.00
Low voltage burglar alarm, home theater, and cable systems	
Labels (four per page) minimum purchase at \$25.00 each	\$100.00

- b. *Reinspection fee* (must be paid in advance before a second inspection is made) \$40.00.

Gas permit fees:

- (4) The following is the schedule of gas permit fees:
- a. *Generally:*

Valuation by Contract Prices	Fee
\$1,000.00 and less	\$75.00
All over \$1,000.00:	
First \$1,000.00	\$100.00
Each additional \$1,000.00 or fraction thereof	\$5.00

- b. *Reinspection fee* (must be paid in advance before second inspection) \$40.00.

Mechanical permit fees:

- (5) The following is the schedule of mechanical permit fees:
- a. *Generally:*

Valuation by Contract Prices	Fee
\$1,000.00 and less	\$75.00
All over \$1,000.00:	
First \$1,000.00	\$100.00
Each additional \$1,000.00 or fraction thereof	\$5.00

- b. *Reinspection fee* (must be paid in advance before second inspection) \$40.00.

Plumbing permit fees:

- (6) The following is the schedule of plumbing permit fees:
- a. *Generally:*

Valuation by Contract Prices	Fee
\$1,000.00 and less	\$75.00
All over \$1,000.00:	
First \$1,000.00	\$100.00
Each additional \$1,000.00 or fraction thereof	\$5.00

- b. *Reinspection fee* (must be paid in advance before second inspection is made)
\$40.00.

Plan review fees:

(7) The following is the schedule of plan review fees:

a. *Generally:*

1. *Commercial plan review fees:* The fees for plan review shall be 50 percent of the building permit fees on the same unit. (Example: \$1,000.00 permit fee equals \$500.00 plan review fee for a total fee of \$1,500.00.)
2. *Residential plan review fees:* The fees for plan review shall be 25 percent of permit fee. (Example: \$1,000.00 permit fee plus \$250.00 (25 percent) = \$1,250.00.)

- b. *State of Florida surcharge fees:* Two and one-half percent of the total permit fee.

Research fees:

(8) The following is the schedule of research fees for open permit, open code enforcement violations and liens:

Permits within past three years	\$5.15
Permits older than three years	\$20.60
Complete history	\$25.75

(9) Moving or re-locating a building or structure permit fee: \$250.00

Exception: Sheds and storage buildings less than 120 square feet in size

(10) Demolition of building or structure permit fee: \$50.00

Exception: sheds or structures less than 120 square feet in size

(11) Mobile Home and Manufactured Home set-up permit fees:

<u>Single-Wide (when allowed by LDR)</u>	<u>\$325.00</u>
<u>Double-Wide</u>	<u>\$375.00</u>

<u>Triple-Wide</u>	<u>\$425.00</u>

- a. Electrical and mechanical permits and fees are not included and shall be separate permits as listed in (2), (3) and (5) above.

(12) Modular Home Set-Up permit fees: \$425.00

- b. Electrical, plumbing and mechanical permits and fees are not included and shall be separate permits as listed in (2), (3), (5) and (6) above.

(13) Driveway Access permit fees \$75.00

- a. This permit is in addition to the Commercial and/or Residential Building Permits, and for adding and/or improving driveways to existing locations.

(14) Military Veteran Building Permit Discount

- a. The City's Military Veteran Building Permit Discount will complement section 295.16, F.S. (2020) to include "all" honorably discharged veterans to receive a benefit through the creation of a building permit discount. The proposed discount consists of the following:

1. A 50% reduction in Building Permit Fees.
2. The reduced fee applies to all construction activity, not just improvements relating to a disability.
3. The discount can be coupled with section 295.16, F.S. (2020), to assist in the full renovation of a veteran's home in addition to service related disability improvements.
4. The discount is only available to honorably discharged veterans of the United States Military.
5. The Veteran must be the registered owner of homesteaded property where the work is to be performed. The work shall be performed by a Florida licensed contractor or the homeowner.
6. The discount applies to the "building permit fee" only and is not associated with any other fee or charge by the City or other jurisdiction.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any

court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 5. Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Code of the City of Lake City, Florida.

Section 6. Effective Date. This ordinance shall become effective upon the online posting of the City's building permit and inspection utility report which shall occur at least ten (10) days prior to the second reading hereof, and adoption of this ordinance.

PASSED upon first reading the 6th day of June 2021.

NOTICE PUBLISHED on the 23rd day of July 2021.

PASSED AND ADOPTED on second and final reading the _____ day of _____ 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

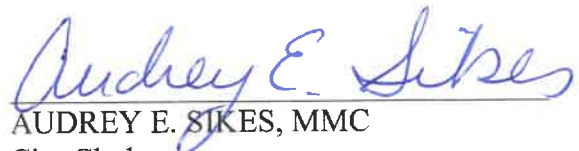
By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chris Greene, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Todd Sampson, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

5. City Council Ordinance No. 2021-2199 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonable compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date.

ORDINANCE NO. 2021-2199

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 20-03, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

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

Section 1. Pursuant to a petition, ANX 20-03, by Hunter Farm Properties, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

Parcel No. 03-4S-17-07593-000

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The Southeast 1/4 of said Section 3.

Containing 154.00 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South line of said Section 3 and the West right-of-way line of County Road 245; thence North 1,120.00 feet, along the West right-of-way line of said County Road 245, for the Point of Beginning; thence West 350.00 feet; thence North 750.00 feet; thence East 350.00 feet to the West right-of-way line of said County Road 245; thence South 750.00 feet, along the West right-of-way line of said County Road 245, to the Point of Beginning.

Containing 6.03 acres, more or less.

All said lands containing 147.97 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

RESIDENTIAL, VERY LOW DENSITY (1 dwelling unit per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RURAL RESIDENTIAL, RURAL (RR) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2022, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 2nd day of August 2021.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2021.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

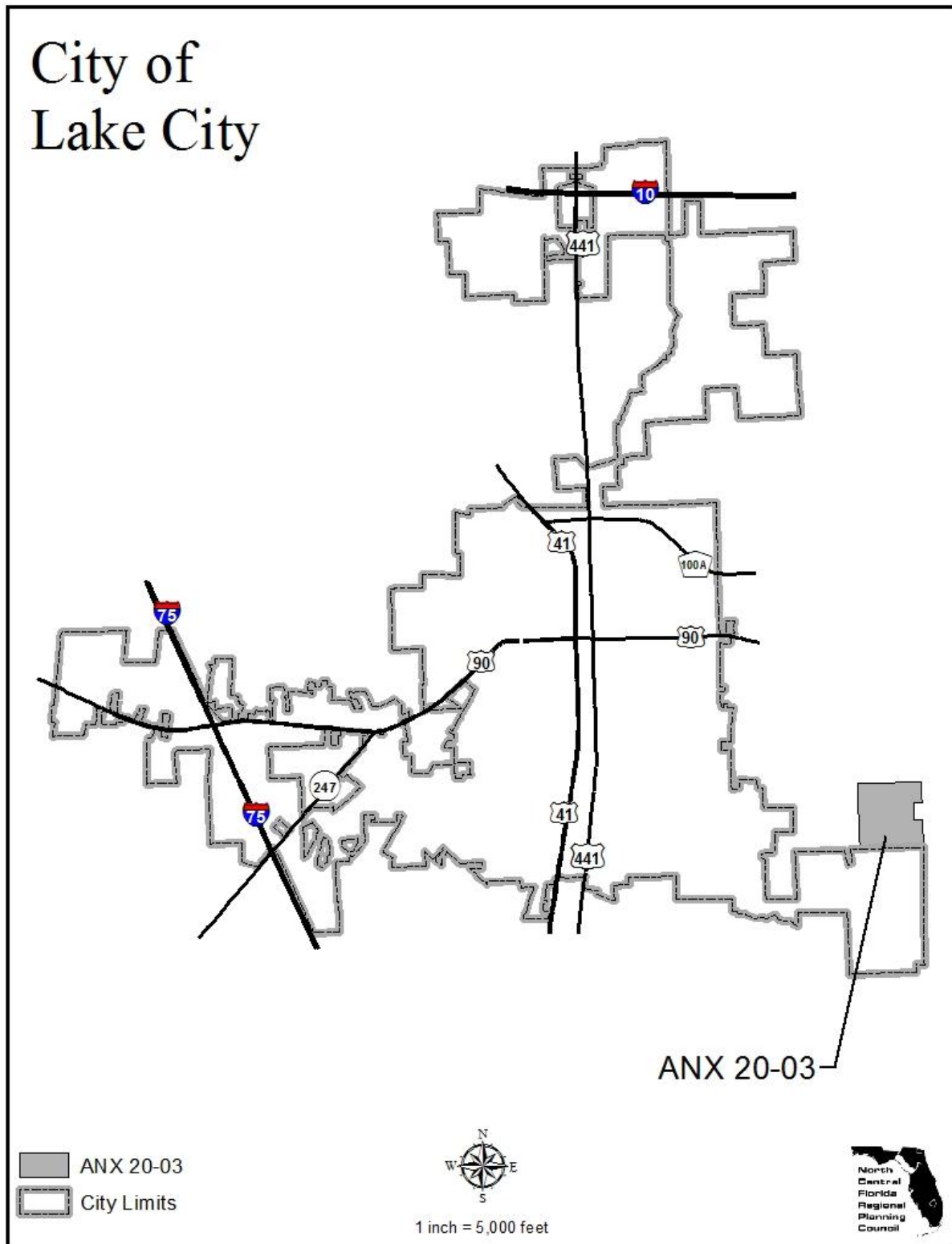
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Koberlein Jr., City Attorney

Schedule A: Location Map



File Attachments for Item:

6. City Council Resolution No. 2021-082 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Fourteen with Passero Associates, LLC, for professional services related to the realignment of Taxiway C at the Lake City Gateway Airport at a cost not-to-exceed \$59,150.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT FOURTEEN WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE REALIGNMENT OF TAXIWAY C AT THE LAKE CITY GATEWAY AIRPORT AT A COST NOT-TO-EXCEED \$59,150.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has heretofore entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2017-061 for Professional Consulting Services with the Lake City Gateway Airport (the "Project"); and

WHEREAS, the Continuing Contract provides that Passero shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Fourteen to its Continuing Contract with Passero for services related to the demolition and realignment of Taxiway C between Taxiway A and Runway 10-28, at a cost not to exceed fifty-nine thousand one hundred fifty dollars and zero cents (\$59,150.00) in accordance with the terms and conditions of Task Assignment Number Fourteen, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Fourteen"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Fourteen.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Fourteen with Passero Associates, LLC, for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Fourteen as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Fourteen in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

[Remainder of page intentionally left blank.]

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

TASK ASSIGNMENT FOURTEEN TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE REALIGNMENT OF TAXIWAY C AT THE LAKE CITY GATEWAY AIRPORT

THIS TASK ASSIGNMENT NUMBER FOURTEEN is made and entered into this ____ day of August 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract dated August 21, 2017, for professional consulting services as authorized by City Council Resolution No. 2017-061 (the "Continuing Contract").

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

C. The City is in need of additional assistance related to the demolition and realignment of Taxiway C between Taxiway A and Runway 10-28 at the Lake City Gateway Airport and desires to enter into Task Assignment Fourteen with

Consultant for related services pursuant to the terms and conditions included herein and the Consultant's proposed Supplemental Agreement No. 21-23, titled "Taxiway C Realignment (Design Phase) for Lake City Gateway Airport, Lake City, Florida (hereinafter "Supplemental Agreement 21-23"), a copy of which is attached as "Exhibit A".

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

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

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in Exhibit A attached hereto.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services rendered, each of which are specified within Exhibit A, at a total projected cost not to exceed fifty-nine thousand one hundred fifty dollars and zero cents (\$59,150.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any

conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Fourteen, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Fourteen and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment Fourteen may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this
Task Assignment Number Fourteen as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

ATTEST:

PASSERO ASSOCIATES, LLC

By: _____
Angela Witt,
Contracts Administrator

By: _____
Bradley Wente
Vice President

City of Lake City



Lake City Gateway Airport

Taxiway C Realignment (Design Phase)

Design, Topographic Survey, Geotechnical Investigation, and Grants Administration Services

by

Passero Associates, LLC

(PA Project No. 20070044.0023)

Supplemental Agreement 21-23

Supplemental Agreement 21-23
Taxiway C Realignment (Design Phase)
Lake City Gateway Airport, Lake City, Florida

PASSERO ASSOCIATES, LLC (PA or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Contract for Professional Airport Engineering Services, dated August 21, 2017, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

Project Location: Lake City Gateway Airport, 3256 East US Highway 90, Lake City, Florida, 32055

Project Description: The project will consist of the demolition and realignment of Taxiway C pavement between Taxiway A and Runway 10-28. The taxiway is being realigned to confirm to FAA airfield geometry criteria.

Scope of Basic Services: Professional Civil Engineering Design Services, and Grants Administration Assistance (Attachment A-1: Scope of Work).

Scope of Special Services: Topographic Survey and Geotechnical Investigation.

City Manager: Mr. Joe Helfenberger.

City Project Coordinator: Mr. Bradley Byrd, Interim Airport Manager.

PA Program Manager: Mr. Bradley Wentz

PA Project Manager: Mr. Matt Singletary

Basic Services Compensation: Not-to-Exceed: \$ 55,512.00

Special Services Compensation: Not-to-Exceed: \$ 3,638.00

Total Project Cost (See Attachment A-1: Schedule B): Not-to-Exceed: \$ 59,150.00

Schedule: See Attachment A-1

Meetings: See Attachment A-1, Section IV

Deliverables: See Attachment A-1, Section IV

"Client" - City of Lake City

"Consultant" – Passero Associates, LLC

By: _____

By: _____

Stephen M. Witt, Mayor

Typed Name, (Title)

Bradley Wentz, Vice President

Typed Name, (Title)

ATTEST:

ATTEST:

BY: _____

BY: _____

Name, (Title)

Angela Witt, Grant and Contracts

Name, (Title)

Date: _____

Date: _____

Attachment A-1: Scope of Work
Taxiway C Realignment (Design Only Phase)
Lake City Gateway Airport, Lake City, Florida

I. Project Description

The portion of Taxiway C between Taxiway A and Runway 10-28 at Lake City Gateway Airport currently does not meet FAA airfield geometry requirements. The proposed project will consist of the removal and reconstruction of that portion of Taxiway C between Taxiway A and Runway 10-28. Project elements include pavement and electrical demolition, earthwork and grading, storm sewer installation, limerock base, bituminous paving, pavement marking, new airfield lighting and signage, topsoiling and turfing. See attached Project Sketch for proposed project.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the Design Phase of the Taxiway C Realignment Project. Project services include design validation and conformance with FAA applicable design guidance. FAA guidance documents include but are not limited to:

- Advisory Circular 150/5300-13 Change 1, Airport Design
- Advisory Circular 150/5320-5, Airport Drainage Design
- Advisory Circular 150/5320-6, Airport Pavement Design and Evaluation
- Advisory Circular 150/5370-2, Operational Safety on Airports During Construction
- Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports

A. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
2. Update the JPM with Engineer's certifications of plans and specifications.
3. Upload plans and specifications into JPM.
4. Assist City in uploading signed task orders and third-party agreements.
5. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

B. Grant and Administration Phase:

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA and FDOT during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. The estimated construction cost of this improvement is \$650,000. The Consultant shall evaluate and validate the proposed construction budget and keep the City apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the City as to options available for reducing

construction costs to maintain the budget, if it appears likely that contractor bid prices will exceed this budget.

4. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
5. Schedule coordination: Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design may be delayed by the FAA or other review agencies.
6. The design schedule is anticipated to be as follows:

Time from Contract Execution

Receipt of Notice to Proceed (NTP)

Schematic Design (includes Field Data Collection)	60 days
Pre-Final Design	60 days
Final Design	60 days

C. Schematic Design Phase:

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The Consultant will evaluate pavement rehabilitation and phasing alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction Projects to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the City, FAA, and FDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction. Prepare and distribute meeting minutes.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Schedule and conduct a meeting with the key Airport stake-holders to review project elements and to better understand constraints related to Airport user and tenant operations and gather input related to impact of possible airfield pavement closures. Prepare and distribute meeting minutes.
4. Perform a preliminary Project site inspection to further familiarize the design team with the Project areas.
5. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations.
6. Acquire the necessary topographic survey of and utility data for the Project site including related office computations and drafting.
7. Acquire the necessary soils and existing pavement investigation data, including borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
8. Perform a preliminary environmental review, including review of the previous Master Plan. Complete appropriate NEPA forms and submit to the FAA, as required. A CATEx is assumed to be the appropriate documentation.
9. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.

10. Develop pavement design in accordance with FAA Advisory Circular 150/5320-6, latest edition.
11. Develop schematic designs, including preliminary vertical alignment and horizontal geometric layouts.
12. Develop schematic construction safety phasing plans to support the above referenced pavement designs, including preliminary pavement horizontal geometric layouts, as needed.
13. Prepare preliminary opinion of probable construction costs for each major element of the Project.
14. Develop a detailed Engineer's Report which evaluates alternatives to achieve project goals. The Consultant shall provide the Airport with a report 1) identifying appropriate pavement rehabilitation alternatives, 2) establish the shortcomings and benefits of each alternative with a matrix ranking the various alternatives, 3) develop a preliminary construction, phasing and sequencing plan for each alternative, and 4) develop the associated estimate of probable construction cost of each alternative.
15. Submit Engineer's Report to the City, FAA, and FDOT for review.
16. Schedule and conduct a Engineer's Report presentation meeting with the City to review project design elements, alternatives, and anticipated construction costs.

D. Pre-Final (60%) Design Phase

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Pre-Final Plans, Contract Document, Technical Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspections to verify topographic survey, inventory pavement distresses, inventory visual aid features, and other Project-related existing physical features and facilities.
2. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction, as needed.
3. Develop a preliminary design to develop pavement centerline profiles, typical sections, and other grading details for the proposed work, as needed.
4. Evaluate the existing airfield drainage in the Taxiway A / Runway 10-28 infield including any drainage improvements that may be required.
5. Develop preliminary airfield marking layouts, as needed.
6. Develop preliminary designs of structural Project elements, such as catch basins, manholes, and culverts as needed.
7. Meet with Airport and ATCT personnel to develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations.
8. Develop a draft storm water pollution prevention plan that encompasses all phases of the Project.
9. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by the City, FAA, and FDOT.
10. Develop general provisions and overall City contract documents, as necessary.
11. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the Consultant.
12. Prepare a detailed opinion of probable construction cost to reflect the outcomes of Project design.
13. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
14. Perform an internal quality control review on all design documents.

15. Submit sufficient copies of preliminary design documents to the City, FAA, and FDOT for their review and comment.
16. Schedule and conduct a pre-final design review meeting to discuss and resolve any City comments and perform airfield site visit to verify pre-final design.

E. Final Design Phase

The services included under this Phase shall generally consist of services required to furnish the City with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with City comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the City; and a complete set of bid documents will be furnished to the City. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan (CSPP) and Construction Management Plan will be provided as well.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize the grading and drainage system design.
2. Prepare final construction plans, supplemental documents such and construction phasing plans.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the City, FAA, and FDOT for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the City.

After final comments are provided by the City, FAA and FDOT, Passero will develop a complete BID Set of contracts plans and specifications.

III. Special Services

1. Special services associates with this project are topographic survey and geotechnical investigation.
2. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Meetings, Presentations and Deliverables

1. Passero Associates will prepare for and attend the following meetings:
 - ◇ Project Design Kick-off Meeting
 - ◇ Site Inspection of project area
 - ◇ Project Stakeholder Coordination Meeting
 - ◇ Project Engineer's (Alternatives) Report Review Meeting with Airport, FAA, FDOT
 - ◇ Project 60% Design Review Meeting with Airport, FAA, FDOT.
 - ◇ Project 60% Design Review Meeting with Suwannee River Water Management District.
 - ◇ Field Check of Pre-Final Plans

- ◇ Project 100% Design Review Meeting with Airport, FAA, FDOT, and City.
- 2. Passero Associates will provide the following deliverables to the City, FAA and FDOT:
 - ◇ FAA AIP Grant Pre-application for signatures.
 - ◇ 3 Sets of 30% Plans and Outline Specifications, Cost Estimate & Preliminary Engineer's Report.
 - ◇ 3 Sets of 60% Plans and Specifications, Cost Estimate
 - ◇ 3 Sets of 90% Plans and Specifications, Cost Estimate & Final Engineer's Report.
 - ◇ 3 Sets of Construction Safety Phasing Plan.
 - ◇ 3 Sets of Construction Management Plan.
 - ◇ 3 Sets of 100% (Bid Set) Plans.
 - ◇ 3 Sets of Bid Specifications.
 - ◇ 3 Final Engineer's Report.

V. Exclusions

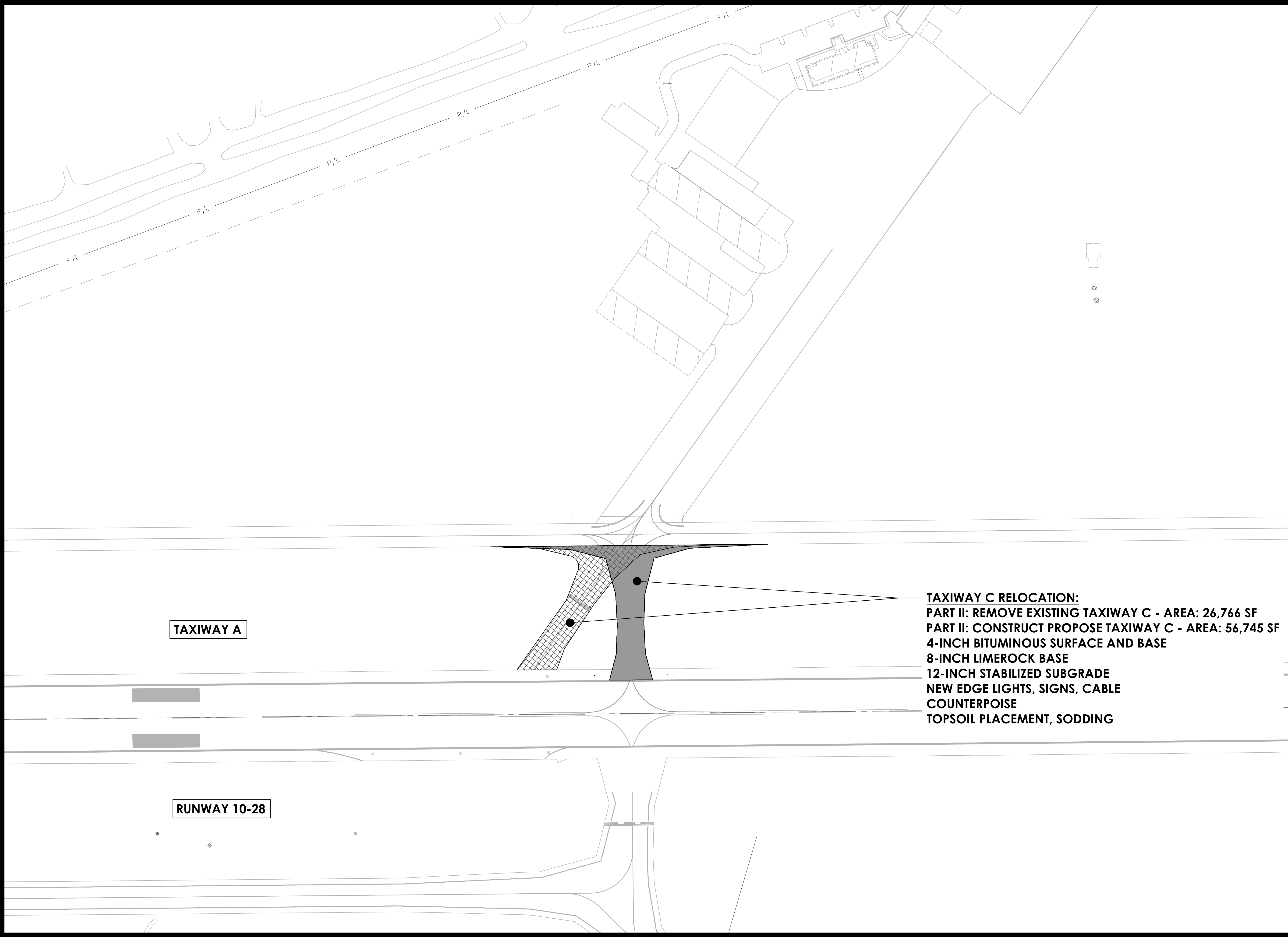
The following items are not included in this Work Order, but are anticipated to be included in a future authorization:

- ◇ Bidding Phase and Recommendation of Award Services
- ◇ Construction Administration
- ◇ Resident Project Representation or Construction Observation services.

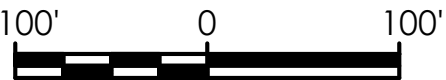
End of Scope of Services

Schedule B
Passero Associates, LLC
Consultant Services Fees and Costs

Airport: Lake City Gateway Airport Project: Taxiway C Realignment PA Project No: 20070044.0023 Date: 3/19/21 Prepared By: Bradley Wentle										
Project Phases	Project Tasks	Employee Classifications							Task	Phase
		Project Manager	Sr. Engineer	Project Engineer	Gr/Contract Admin.	Designer	Sr. Inspector	Clerical (Reports)	Totals	Totals
A. JACIP	JACIP Coordination	2			2				190.00	190.00
B. Grant & Administration	Project Planning & Funding Agencies Coordination	2	2		2				300.00	2,140.00
	Preliminary Construction Budget		2	2					180.00	
	Grant Pre-Application Coordination & Submission	2	2		10				460.00	
	General Project Management	16							1,200.00	
C. Schematic Design (30%)	Start-up, Pre-design meeting & Initial Site Inspection		2	2					180.00	2,640.00
	Data Collection: Sub Coordination & Field Walkthrough		4						220.00	
	Develop Design Engineer's Report	2	6	12					900.00	
	Internal QA/QC	4							300.00	
	Review Meeting with City, FAA, FDOT	8	8						1,040.00	
	Project Management (see Part B above)								-	
D. PreFinal Design (60%)	Pre-Final Design Development									8,315.00
	Develop Construction Phasing and Operation Plan	2	4	4					510.00	
	Finalize Pavement Designs	2	4	6					580.00	
	Develop Pre-Final Plans (assume 15 sheets)	4	24	64					3,860.00	
	Coordination Meeting with Suwannee River WMD	2	4	4					510.00	
	Develop and Submit Environmental Resource Permit		4	4					360.00	
	Update Engineer's Report		4	4					360.00	
	Opinion Cost Update		4	4					360.00	
	Develop Construction Safety Phasing Plan	1	4	4					435.00	
	Internal QA/QC	4							300.00	
	Review Meeting with City, FAA, FDOT	8	8						1,040.00	
E. Final Design (100%)	Project Management (see Part B above)								-	4,965.00
	Finalize Contract Plans (assume 15 sheets)		16	32					2,000.00	
	Finalize Technical Specs		1	2					125.00	
	Finalize Contract Documents		1	2					125.00	
	Finalize Qty Takeoff		4	8					500.00	
	Finalize Opinion Cost and project reports	1	2	2					255.00	
	Finalize Construction Safety Phasing Plan	1	2	4					325.00	
	Internal QA/QC	4							300.00	
	Final Review Meeting with City, FAA, FDOT	8	8						1,040.00	
	Finalize and Submit Bid Documents	1	2	2	2				295.00	
	Project Management (see Part B above)								-	-
									-	
									-	
	Total Hours:	74	122	162	16	0	0	0		374
	Hourly Rate (2021):	75.00	55.00	35.00	20.00	24.25	29.50	18.00		
	Direct Salary Cost:	5,550.00	6,710.00	5,670.00	320.00	-	-	-		\$ 18,250.00
Summary of All Fees and Costs:										
	Total Hours:									374
	Travel: Number of Trips	3								Total Direct Salary Costs: 18,250
	Travel: Mileage per Trip	200								Overhead/OH (168% of Direct Labor Costs): 30,660
	Travel: Cost per Mile	\$ 0.57								Total Labor Cost: 48,910
	Total Travel Costs:	\$ 339.00								Fixed Fee (12% of Total Labor Cost): 5,869
	Per Diem: Number of Days	0								Subtotal: 54,779
	Per Diem Rate	\$ -								Total Direct Non-salary Expenses: 4,377
	Total Per Diem Costs:	\$ -								Total Cost (Labor, OH, Fixed Fee & Expenses): 59,156
										SAY: \$ 59,150
	Topographic Survey	\$ 1,500.00								
	Geotechnical Investigation	\$ 2,137.50								
	Total Subconsultant Costs:	\$ 3,637.50								
	Reproduction (copies, presentations, boards, plans)	\$ 250.00								
	Miscellaneous Expenses	\$ 150.00								
	Total Direct Non-salary Expenses	\$ 4,376.50								



PASSERO ASSOCIATES
engineering architecture



SUBMITTAL

CIP FY 2021

STAMP

OWNER

LAKE CITY, FLORIDA, U.S.A.



3524 U.S. Highway 90
Lake City, Florida 32055

Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wente, P.E.
Prepared By: Harrison A. Korb, E.I.T.
www.passero.com

Revisions

No.	Date	By	Description

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LOCATION

**LAKE CITY GATEWAY
AIRPORT (LCQ)**

TOWN/CITY: LAKE CITY

COUNTY: COLUMBIA

STATE: FLORIDA

PROJECT TITLE

**TAXIWAY C REALIGNMENT
& TRANSIENT APRON
REHABILITATION**

PROJECT NUMBER

20070044.0000

DATE

NOVEMBER 2020

DRAWING TITLE

PROJECT SKETCH

DRAWING NUMBER

1

File Attachments for Item:

7. City Council Resolution No. 2021-087 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Fifteen with Passero Associates, LLC, for professional services related to the rehabilitation of the apron and taxi lanes at the Lake City Gateway Airport at a cost not-to-exceed \$103,370.00; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT FIFTEEN WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE REHABILITATION OF THE APRON AND TAXI LANES AT THE LAKE CITY GATEWAY AIRPORT AT A COST NOT-TO-EXCEED \$103,370.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has heretofore entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2017-061 for Professional Consulting Services with the Lake City Gateway Airport (hereinafter the "Project"); and

WHEREAS, the Continuing Contract provides that Passero shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Fifteen to its Continuing Contract with Passero for services related to the rehabilitation of the apron and taxi lanes at the Lake City Gateway Airport at a cost not to exceed one hundred three thousand, three hundred seventy dollars and zero cents (\$103,370.00) in accordance with the terms and conditions of Task Assignment Number Fifteen, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Fifteen"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Fifteen.

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

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

Section 2. The City is hereby authorized to enter into Task Assignment Fifteen with Passero Associates, LLC, for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Fifteen as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Fifteen in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

[Remainder of page intentionally left blank.]

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

**TASK ASSIGNMENT FIFTEEN TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO
ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED
TO THE REHABILITATION OF THE APRON AND TAXI LANES AT
THE LAKE CITY GATEWAY AIRPORT**

THIS TASK ASSIGNMENT NUMBER FIFTEEN is made and entered into this ____ day of August 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract dated August 21, 2017, for professional consulting services as authorized by City Council Resolution No. 2017-061 (the "Continuing Contract").

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

C. The City is in need of additional assistance related to the rehabilitation of the apron and taxi lanes at the Lake City Gateway Airport and desires to enter into Task Assignment Fifteen with Consultant for related services pursuant to the terms and conditions included herein and the Consultant's proposed

Supplemental Agreement No. 21-24, titled “Rehabilitate Transient Apron and Taxilanes (Design Only) for Lake City Gateway Airport, Lake City, Florida (hereinafter “Supplemental Agreement 21-24”), a copy of which is attached as "Exhibit A".

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Fifteen.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in Exhibit A attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services rendered, each of which are specified within Exhibit A, at a total projected cost not to exceed one hundred three thousand, three hundred seventy dollars and zero cents (\$103,370.00).
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit

with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or Task Assignment Fifteen, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Fifteen and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment Fourteen may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Fifteen as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

ATTEST:

PASSERO ASSOCIATES, LLC

By: _____
Angela Witt,
Contracts Administrator

By: _____
Bradley Wente
Vice President

City of Lake City



Lake City Gateway Airport

Rehabilitate Transient Apron and Taxilanes (Design Phase)

Design, Topographic Survey, Geotechnical Investigation, and Grants Administration Services

by

Passero Associates, LLC

(PA Project No. 20070044.0024)

Supplemental Agreement 21-24

Supplemental Agreement 21-24
Rehabilitate Transient Apron and Taxilanes (Design Only)
Lake City Gateway Airport, Lake City, Florida

PASSERO ASSOCIATES, LLC (PA or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Contract for Professional Airport Engineering Services, dated August 21, 2017, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

Project Location: Lake City Gateway Airport, 3256 East US Highway 90, Lake City, Florida, 32055

Project Description: The Rehabilitate Transient Apron and Taxilane project at Lake City Gateway Airport consist of pavement milling, bituminous overlay, pavement marking, and verification of aircraft tie down locations for approximately 28,000 square yards of apron and 6700 square yards of existing taxilanes. The project also includes 300 square yards of full depth pavement repair.

Scope of Basic Services: Professional Civil Engineering Design Services, and Grants Administration Assistance (Attachment A-1: Scope of Work).

Scope of Special Services: Topographic Survey and Geotechnical Investigation.

City Manager: Mr. Joe Helfenberger.

City Project Coordinator: Mr. Bradley Byrd, Interim Airport Manager.

PA Program Manager: Mr. Bradley Wentz

PA Project Manager: Mr. Matt Singletary

Basic Services Compensation: Not-to-Exceed: \$ 87,635.00

Special Services Compensation: Not-to-Exceed: \$ 15,735.00

Total Project Cost (See Attachment A-1: Schedule B): Not-to-Exceed: \$ 103,370.00

Schedule: See Attachment A-1

Meetings: See Attachment A-1, Section IV

Deliverables: See Attachment A-1, Section IV

"Client" - City of Lake City

By: _____

Stephen M. Witt, Mayor
Typed Name, (Title)

ATTEST:

BY: _____

Name, (Title)

Date: _____

"Consultant" – Passero Associates, LLC

By: _____

Bradley Wentz, Vice President
Typed Name, (Title)

ATTEST:

BY: _____

Angela Witt, Grant and Contracts
Name, (Title)

Date: _____

Attachment A-1: Scope of Work
Rehabilitate Transient Apron and Taxilanes (Design Only)
Lake City Gateway Airport, Lake City, Florida

I. Project Description

The Rehabilitate Transient Apron and Taxilane project at Lake City Gateway Airport consist of pavement milling, bituminous overlay, pavement marking, and verification of aircraft tie down locations for approximately 28,000 square yards of apron and 6700 square yards of existing taxilanes. The project also includes 300 square yards of full depth pavement repair. See attached Project Sketch for proposed project.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the Design Phase of the Taxiway C Realignment Project. Project services include design validation and conformance with FAA applicable design guidance. FAA guidance documents include but are not limited to:

- Advisory Circular 150/5300-13 Change 1, Airport Design
- Advisory Circular 150/5320-5, Airport Drainage Design
- Advisory Circular 150/5320-6, Airport Pavement Design and Evaluation
- Advisory Circular 150/5370-2, Operational Safety on Airports During Construction
- Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports

A. Joint Automated Capital Improvement Program (JACIP) and FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) Assistance

The Consultant shall assist the City in the update to the Airport JACIP in the following areas:

1. Coordinate the Engineer's opinion of probable costs for design and construction with existing input in the JACIP
2. Update the JPM with Engineer's certifications of plans and specifications.
3. Upload plans and specifications into JPM.
4. Assist City in uploading signed task orders and third-party agreements.
5. Create "Non-Rule making Airport" (NRA) case on FAA OE/AAA site for FAA review of the project construction.

B. Grant and Administration Phase:

The Consultant shall aid the City by acting as its liaison and Project coordinator with FAA and FDOT during the Project's design. In addition, the Consultant shall assist the City in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Preparation of grant application packages; coordination of their execution by the City; and submission to the funding agencies.
2. During the Design Phase, to aid the City by acting as its liaison and Project coordinator with the funding agencies.
3. The estimated construction cost of this improvement is \$1,750,000. The Consultant shall evaluate and validate the proposed construction budget and keep the City apprised during each phase of the Project of the results of such evaluation. The Consultant shall advise the City as to options available for reducing

construction costs to maintain the budget, if it appears likely that contractor bid prices will exceed this budget.

4. Perform Project management duties such as Project planning, invoice preparation, schedule coordination, coordination of design team and internal cost control.
5. Schedule coordination: Consultant shall provide continued coordination so that Project schedules are met for each phase of work included in this contract. Phases of design may be delayed by the FAA or other review agencies.
6. The design schedule is anticipated to be as follows:

Time from Contract Execution

Receipt of Notice to Proceed (NTP)

Schematic Design (includes Field Data Collection)	60 days
Pre-Final Design	60 days
Final Design	60 days

C. Schematic Design Phase:

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The Consultant will evaluate pavement rehabilitation and phasing alternatives through contacts with local authorities, review of the pre-application, field investigations, and a practical design approach. The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction Projects to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Schedule and conduct a pre-design meeting with the City, FAA, and FDOT to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction. Prepare and distribute meeting minutes.
2. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
3. Schedule and conduct a meeting with the key Airport stake-holders to review project elements and to better understand constraints related to Airport user and tenant operations and gather input related to impact of possible airfield pavement closures. Prepare and distribute meeting minutes.
4. Perform a preliminary Project site inspection to further familiarize the design team with the Project areas.
5. Prepare preliminary plans identifying required topographic field surveys, subsurface soils investigations, and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations.
6. Acquire the necessary topographic survey of and utility data for the Project site including related office computations and drafting.
7. Acquire the necessary soils and existing pavement investigation data, including borings, pavement cores, and test pits, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics.
8. Perform a preliminary environmental review, including review of the previous Master Plan. Complete appropriate NEPA forms and submit to the FAA, as required. A CATEx is assumed to be the appropriate documentation.
9. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.

10. Develop pavement design in accordance with FAA Advisory Circular 150/5320-6, latest edition.
11. Develop schematic designs, including preliminary vertical alignment and horizontal geometric layouts.
12. Develop schematic construction safety phasing plans to support the above referenced pavement designs, including preliminary pavement horizontal geometric layouts, as needed.
13. Prepare preliminary opinion of probable construction costs for each major element of the Project.
14. Develop a detailed Engineer's Report which evaluates alternatives to achieve project goals. The Consultant shall provide the Airport with a report identifying appropriate pavement rehabilitation alternatives, develop a preliminary construction phasing for each alternative, and develop an estimate of probable construction cost of each alternative.
15. Submit Engineer's Report to the City, FAA, and FDOT for review.
16. Schedule and conduct an Engineer's Report presentation meeting with the City to review project design elements, alternatives, and anticipated construction costs.

D. Pre-Final (60%) Design Phase

The services to be performed during this Phase consist generally of services required to furnish the City with a set of Pre-Final Plans, Contract Document, Technical Specifications, and Engineer's Report.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Conduct site inspections to verify topographic survey, inventory pavement distresses, inventory visual aid features, and other Project-related existing physical features and facilities.
2. Finalize horizontal pavement geometrical layouts and place sufficient information on drawings to layout proposed pavements in field during construction, as needed.
3. Develop a preliminary design to develop pavement centerline profiles, typical sections, and other grading details for the proposed work, as needed.
4. Evaluate the existing airfield drainage in the Taxiway A / Runway 10-28 infield including any drainage improvements that may be required.
5. Develop preliminary airfield marking layouts, as needed.
6. Develop preliminary designs of structural Project elements, such as catch basins, manholes, and culverts as needed.
7. Meet with Airport and ATCT personnel to develop a draft construction phasing and operations plan that endeavors to limit interference by the Project's construction with airport and tenant operations.
8. Develop a draft storm water pollution prevention plan that encompasses all phases of the Project.
9. Prepare preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by the City, FAA, and FDOT.
10. Develop general provisions and overall City contract documents, as necessary.
11. Develop technical specifications expected to be required for the proposed work. Standard technical specifications shall be used whenever possible, with supplemental specifications developed by the Consultant.
12. Prepare a detailed opinion of probable construction cost to reflect the outcomes of Project design.
13. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
14. Perform an internal quality control review on all design documents.

15. Submit sufficient copies of preliminary design documents to the City, FAA, and FDOT for their review and comment.
16. Schedule and conduct a pre-final design review meeting to discuss and resolve any City comments and perform airfield site visit to verify pre-final design.

E. Final Design Phase

The services included under this Phase shall generally consist of services required to furnish the City with a complete set of Contract Documents for the Project, including Final Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the preliminary submittal information to comply with City comments and then completion of the final design. Plans and Specifications will be completed; final design will be coordinated with the City; and a complete set of bid documents will be furnished to the City. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety Phasing Plan (CSPP) and Construction Management Plan will be provided as well.

The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize the grading and drainage system design.
2. Prepare final construction plans, supplemental documents such and construction phasing plans.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the City, FAA, and FDOT for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the City.

After final comments are provided by the City, FAA and FDOT, Passero will develop a complete BID Set of contracts plans and specifications.

III. Special Services

1. Special services associates with this project are topographic survey and geotechnical investigation.
2. This Phase of the Project does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

IV. Meetings, Presentations and Deliverables

1. Passero Associates will prepare for and attend the following meetings:
 - ◇ Project Design Kick-off Meeting
 - ◇ Site Inspection of project area
 - ◇ Project Stakeholder Coordination Meeting
 - ◇ Project Engineer's (Alternatives) Report Review Meeting with Airport, FAA, FDOT
 - ◇ Project 60% Design Review Meeting with Airport, FAA, FDOT.
 - ◇ Project 60% Design Review Meeting with Suwannee River Water Management District.
 - ◇ Field Check of Pre-Final Plans

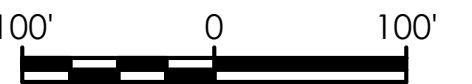
- ◇ Project 100% Design Review Meeting with Airport, FAA, FDOT, and City.
- 2. Passero Associates will provide the following deliverables to the City, FAA and FDOT:
 - ◇ FAA AIP Grant Pre-application for signatures.
 - ◇ 3 Sets of 30% Plans and Outline Specifications, Cost Estimate & Preliminary Engineer's Report.
 - ◇ 3 Sets of 60% Plans and Specifications, Cost Estimate
 - ◇ 3 Sets of 90% Plans and Specifications, Cost Estimate & Final Engineer's Report.
 - ◇ 3 Sets of Construction Safety Phasing Plan.
 - ◇ 3 Sets of Construction Management Plan.
 - ◇ 3 Sets of 100% (Bid Set) Plans.
 - ◇ 3 Sets of Bid Specifications.
 - ◇ 3 Final Engineer's Report.

V. Exclusions

The following items are not included in this Work Order, but are anticipated to be included in a future authorization:

- ◇ Bidding Phase and Recommendation of Award Services
- ◇ Construction Administration
- ◇ Resident Project Representation or Construction Observation services.

End of Scope of Services



SUBMITTAL

CIP FY 2021

STAMP

OWNER

LAKE CITY, FLORIDA, U.S.A.



Passero Associates

4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095 (904) 757-6106

Project Manager: Bradley J. Wentz, P.E.
Prepared By: Harrison A. Korb, E.I.T.
www.passero.com

Revisions			
No.	Date	By	Description

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LOCATION

**LAKE CITY GATEWAY
AIRPORT (LCQ)**

TOWN/CITY: LAKE CITY
COUNTY: COLUMBIA STATE: FLORIDA

PROJECT TITLE

TAXIWAY C REALIGNMENT & TRANSIENT APRON REHABILITATION

PROJECT NUMBER

20070044.0000

DATE **NOVEMBER 2020**

DRAWING TITLE

PROJECT SKETCH

DRAWING NUMBER

72

Schedule B
Passero Associates, LLC
Consultant Services Fees and Costs

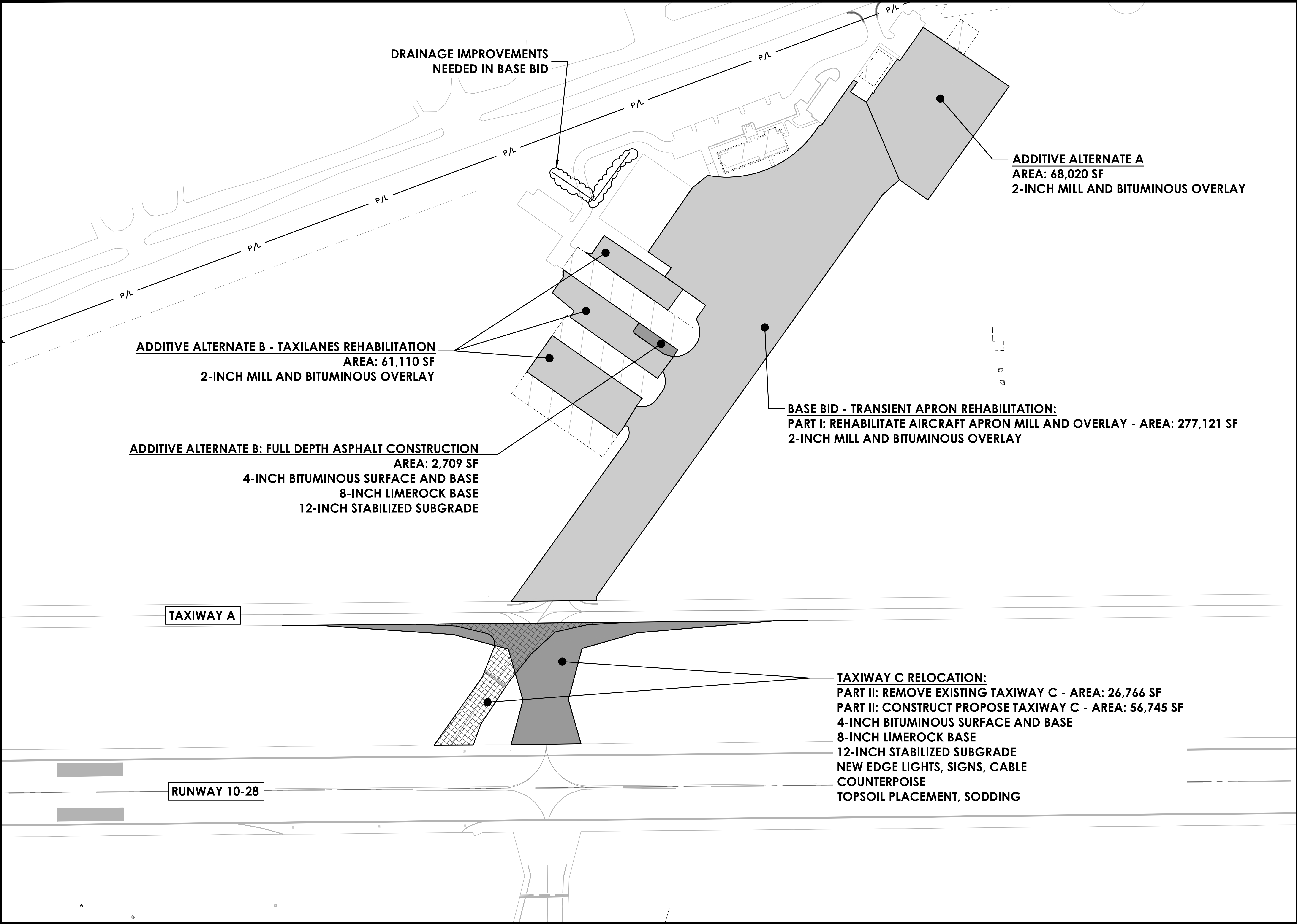
Airport: Lake City Gateway Airport										
Project: Rehabilitate Transient Apron and Taxilanes										
PA Project No: 20070044.0024										
Date: 3/19/21										
Prepared By: Bradley Wentle										

Project Phases	Project Tasks	Employee Classifications							Task Totals	Phase Totals
		Project Manager	Sr. Engineer	Project Engineer	Gr/Contract Admin.	Designer	Sr. Inspector	Clerical (Reports)		
A. JACIP	JACIP Coordination	2			2				190.00	190.00
B. Grant & Administration	Project Planning & Funding Agencies Coordination	2	1		2				245.00	2,630.00
	Preliminary Construction Budget		2	2					180.00	
	Grant Pre-Application Coordination & Submission	2	1		10				405.00	
	General Project Management	24							1,800.00	
C. Schematic Design (30%)	Start-up, Pre-design meeting & Initial Site Inspection	2	4	4					510.00	5,290.00
	Data Collection: Sub Coordination & Field Walkthrough	12	8	8					1,620.00	
	Develop Design Engineer's Report	4	12	16					1,520.00	
	Internal QA/QC	8							600.00	
	Review Meeting with City, FAA, FDOT	8	8						1,040.00	
	Project Management (see Part B above)								-	
D. PreFinal Design (60%)	Pre-Final Design Development									12,970.00
	Develop Construction Phasing and Operation Plan	2	8	8					870.00	
	Finalize Pavement Designs	1	4	8					575.00	
	Develop Pre-Final Plans (assume 30 sheets)	4	40	110					6,350.00	
	Coordination Meeting with Suwannee River WMD	8	8						1,040.00	
	Develop and Submit Environmental Resource Permit		6	8					610.00	
	Update Engineer's Report		6	8					610.00	
	Opinion Cost Update		4	8					500.00	
	Develop Construction Safety Phasing Plan	1	8	16					1,075.00	
	Internal QA/QC	4							300.00	
E. Final Design (100%)	Review Meeting with City, FAA, FDOT	8	8						1,040.00	7,835.00
	Project Management (see Part B above)								-	
	Finalize Contract Plans (assume 30 sheets)		32	72					4,280.00	
	Finalize Technical Specs		2	4					250.00	
	Finalize Contract Documents		2	4					250.00	
	Finalize Qty Takeoff		4	8					500.00	
	Finalize Opinion Cost and project reports		4	4					360.00	
	Finalize Construction Safety Phasing Plan	1	4	6					505.00	
	Internal QA/QC	4							300.00	
	Final Review Meeting with City, FAA, FDOT	8	8						1,040.00	
	Finalize and Submit Bid Documents	1	3	2	2				350.00	-
	Project Management (see Part B above)								-	
									-	
									-	-
									-	
									-	
	Total Hours:	106	187	296	16	0	0	0	605	\$ 28,915.00
	Hourly Rate (2021):	75.00	55.00	35.00	20.00	24.25	29.50	18.00		
	Direct Salary Cost:	7,950.00	10,285.00	10,360.00	320.00	-	-	-		

Summary of All Fees and Costs:	
Total Hours:	605
Total Direct Salary Costs:	28,915
Overhead/OH (168% of Direct Labor Costs):	48,577
Total Labor Cost:	77,492
Fixed Fee (12% of Total Labor Cost):	9,299
Subtotal:	86,791
Total Direct Non-salary Expenses:	16,587
Total Cost (Labor, OH, Fixed Fee & Expenses):	103,378
SAY: \$	103,370

Travel: Number of Trips	4
Travel: Mileage per Trip	200
Travel: Cost per Mile	\$ 0.57
Total Travel Costs:	\$ 452.00
Per Diem: Number of Days	0
Per Diem Rate	\$ -
Total Per Diem Costs:	\$ -
Topographic Survey	\$ 12,300.00
Geotechnical Investigation	\$ 3,435.00
Total Subconsultant Costs:	\$ 15,735.00
Reproduction (copies, presentations, boards, plans)	\$ 250.00
Miscellaneous Expenses	\$ 150.00
Total Direct Non-salary Expenses	\$ 16,587.00

Project Sketch



PASSERO ASSOCIATES
engineering architecture

100' 0 100'

PROGRESS SET

Stamp:

Client:
LAKE CITY

LAKE CITY
GATEWAY
Airport

3524 East U.S. Highway 90
Lake City, Florida 32055

Passero Associates
4730 Casa Cola Way, Suite 200 St. Augustine, FL 32095 (904)-757-6106

Project Manager: Brad Wente, P.E.
Designed By: Bruce Bradley, EI

Revisions				
No.	Date	By	Description	

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PROJECT SKETCH

TAXIWAY C REALIGNMENT
& AIRCRAFT APRON
REHABILITATION

LAKE CITY
GATEWAY AIRPORT

Municipality: Lake City
County: Columbia State: Florida

Project No.
20070044.0000

Drawing No.
1

Date
NOVEMBER 2020

File Attachments for Item:

8. City Council Resolution No. 2021-106 - A resolution of the City Council of the City of Lake City, Florida, authorizing and ratifying the appointment of Ami Mitchell Fields as Interim City Manager; providing for the execution of an Employment Agreement with Ami Mitchell Fields; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AND RATIFYING THE APPOINTMENT OF AMI MITCHELL FIELDS AS INTERIM CITY MANAGER; PROVIDING FOR THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH AMI MITCHELL FIELDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy existed in the Office of City Manager of the City of Lake City, Florida (hereinafter the "City"), resulting from the termination of the most recently appointed permanent City Manager pursuant to the City Charter; and

WHEREAS, on June 21, 2021, the City Council appointed Ami Mitchell Fields as the Interim City Manager effective June 22, 2021; and

WHEREAS, the City Council finds that it is in the best interest of the City to memorialize the appointment of Ami Mitchell Fields in accordance with the general terms and conditions of the agreement titled *Employment Agreement for Interim Management Services Between the City of Lake City, Florida and Ami Mitchell Fields* (hereinafter the "Agreement"), attached hereto as "Exhibit A".

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

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

Section 2. The Mayor shall be, and is, authorized to execute for and

on behalf of the City the aforementioned Agreement with Ami Mitchell Fields to serve as Interim City Manager in accordance with the terms, provisions and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

EMPLOYMENT AGREEMENT FOR INTERIM MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND AMI MITCHELL FIELDS

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Introduction

THIS EMPLOYMENT AGREEMENT (hereinafter “Agreement” or “agreement”), made and entered into this ____ of July, 2021, by and between the City of Lake City, Florida, a municipal corporation, (hereinafter called “City”) and Ami Mitchell Fields, (hereinafter called “Fields”), both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force and effect from the effective date, provided in Section 16, until terminated by the City or Fields as provided in Sections 6 or 7 of this agreement. In the event that Fields is terminated, as defined in Section 6 of this agreement, Fields shall be entitled to all compensation including salary, and as applicable all accrued vacation and sick leave paid in lump sum or in a continuation of salary on the then existing pay period basis, at Fields’s option.

Section 2: Duties and Authority

A. Fields is the interim chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City’s charter and ordinances and as may be lawfully assigned by the City and shall comply with all lawful City Council directives, state and federal law, City policies, rules and ordinances as they exist or may hereafter be amended.

B. Specifically, it shall be the duty of Fields to employ on behalf of the City all other employees of the City, other than the City Clerk and City Attorney each of which serve at the pleasure of the City Council, consistent with the policies of the City Council and the ordinances and charter of the City.

C. It shall also be the duty of Fields to direct, assign, reassign and evaluate all of the employees of the City consistent with policies, ordinances, charter, state and federal law.

D. It shall also be the duty of Fields to organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which Fields deems necessary for the efficient and effective operation of the City consistent with the lawful directives, policies, ordinances, state and federal law.

E. It shall also be the duty of Fields to accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except Fields’s resignation which must be accepted by the City Council.

F. Fields shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise. Fields shall perform the duties of interim city manager of the City with reasonable care, diligence, skill, and expertise.

G. All duties assigned to Fields by the City Council shall be appropriate to and consistent with the

professional role and responsibility of Fields.

H. Fields or a designee shall attend, and shall be permitted to attend, all meetings of the City Council, both public and closed.

I. The City Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to Fields for study and/or appropriate action.

Section 3: Compensation

A. Base Salary: City agrees to pay Fields an annual base salary of one hundred twenty thousand U.S. dollars and zero cents (\$120,000.00), payable in installments at the same time that the other management employees of the City are paid.

B. This agreement shall be amended by resolution to reflect any adjustments that are provided for, or required by, the City's compensation policies to include, but not be limited to, salary adjustments, performance incentives, increases in benefits, or any combination of elements comprising compensation.

Section 4: Employee Benefits

The City agrees to provide general benefits to Fields, at a minimum, equal to that which is provided to all other employees of the City.

Section 5: General Business Expenses

A. City agrees to budget and pay for travel and subsistence expenses, pursuant to City ethics and purchasing policies, of Fields for professional and official travel, meetings, and occasions to adequately continue the professional development of Fields and to pursue necessary official functions for the City.

B. The City also agrees to budget and pay for travel and subsistence expenses of Fields for short courses, institutes, and seminars that are necessary for Fields's professional development and for the good of the City.

C. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by Fields and agrees to reimburse or to pay said general expenses. Such expenses may include meals where the City's business is being discussed or conducted and participation in social events of various organizations when representing the City. Such expenditures are subject to annual budget constraints as well as state and City ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. Recognizing the importance of constant communication and maximum productivity, the City shall provide Fields, for business use, a laptop computer, software, tablet computer, mobile phone, and use of a

City owned vehicle. Upon termination of Fields's employment, the equipment described herein shall be returned to the City within twenty-four (24) hours from the time of termination of employment.

Section 6: Termination

For the purpose of this agreement, termination shall exclude the applicable section of the City Personnel Policies and Procedures Manual and shall occur when one, or more, of the following occurs:

A. The majority of the City Council votes to terminate Fields in accordance with the Charter or City Code at a properly posted and duly authorized public meeting.

B. If the City reduces the base salary, compensation or any other financial benefit of Fields, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

C. If Fields resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the City Council that Fields resign, then Fields may declare a termination as of the date of the suggestion.

D. If a breach of contract is declared by either party with a thirty (30) day cure period for either Fields or the City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 15.

Section 7: Resignation

In the event that Fields voluntarily resigns her position with the City, Fields shall provide a minimum of thirty (30) days' notice unless the City and Fields agree otherwise.

Section 8: Performance Evaluation

The City and Fields mutually agree that during the employment of Fields as an interim city manager that the evaluation of Fields' performance shall be ongoing.

Section 9: Hours of Work

It is recognized that Fields must devote a great deal of time outside the normal office hours on business for the City, and to that end Fields shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the City and shall allow Fields to faithfully perform her assigned duties and responsibilities.

Section 10: Ethical Commitments

Fields will at all times uphold the tenets of the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Specifically, Fields shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Section 11: Outside Activities

Fields may maintain an ownership interest in two existing businesses. Fields will make the necessary accommodations for her businesses while she devotes her full professional attention to the full and proper performance of the interim city manager duties. Fields acknowledges that her performance of interim city manager duties will often require her performance of said duties outside of normal business hours. In return for the compensation identified herein Fields agrees to devote her full professional attention to the full and proper performance of the interim city manager duties.

Section 12: Indemnification

Beyond that required under Federal, State, or Local Law, the City shall defend, save harmless and indemnify Fields against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Fields's duties as interim City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Fields may request and the City shall not unreasonably refuse to provide independent legal representation at the City's expense and the City may not unreasonably withhold approval. Legal representation, provided by the City for Fields, shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Fields against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Fields in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Fields recognizes that the City shall have the right to compromise and unless Fields is a party to the suit which Fields shall have a veto authority over the settlement, settle any claim or suit; unless, said

compromise or settlement is of a personal nature to Fields. Further, the City agrees to pay all reasonable litigation expenses of Fields throughout the pendency of any litigation to which Fields is a party, witness or advisor to the City. Such expense payments shall continue beyond Fields's service to the City as long as litigation is pending. Further, the City agrees to pay Fields reasonable consulting fees and travel expenses when Fields serves as a witness, advisor or consultant to the City regarding pending litigation.

Section 13: Bonding

The City shall bear the full cost of any fidelity or other bonds required of Fields under any law or ordinance.

Section 14: Other Terms and Conditions of Employment

A. The City, only upon written agreement with Fields, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Fields, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, Fields shall be entitled, at a minimum, to earn and accrue the highest level of benefits that are enjoyed by or offered to other appointed officers of the City as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

C. Fields, as interim City Manager, is exempt from residing within the incorporated area of the City while employed as interim City Manager.

Section 15: Notices

Notice pursuant to this Agreement shall be provided by depositing such in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

A. EMPLOYER: City of Lake City, c/o Mayor, 205 N. Marion Ave., Lake City, FL 32055

B. EMPLOYEE: Ami Fields, 205 N. Marion Ave., Lake City, FL 32055

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and Fields relating to the employment of Fields by the City. Any prior discussions or representations by or between the City and Fields are merged into and rendered null and void by this Agreement. The City and Fields by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and Fields as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall be effective retroactively to the 22nd day of June, 2021.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both the City and Fields subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or the City's ordinance or the City's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or the City's ordinances, or the City's rules and regulations or any such permissive law during the term of this Agreement.

[The remainder of this page has been left blank intentionally. Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above and each hereby acknowledges receipt of an executed copy of this Agreement.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

AMI MITCHELL FIELDS

By: _____
Ami Mitchell Fields

APPENDIX 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the City of Lake City, Florida, a municipal corporation, (hereinafter the “City”) and Ami Fields, (hereinafter called “Fields”) an individual.

WHEREAS, the City has employed Fields as its interim city manager; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Fields’s employment or termination thereof.

WHEREAS, the parties desire to set forth the terms and conditions governing Fields’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between the City and Fields, including without limitation, any and all claims arising out of or in any way related to Fields’s employment with or separation from the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, City and Fields agree and state:

1. **TERMINATION OF EMPLOYMENT.** Upon their mutual agreement, Fields’s employment shall terminate on the _____ day of _____, 20__, which shall be Fields’s final date of employment.

2. **NO ADMISSION OF LIABILITY.** This Agreement is not an admission by Fields or the City of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. **PAYMENT AND BENEFITS.** Fields shall receive her regular paycheck for the pay period ending _____, 20__, on or before _____, 20__. Fields shall receive on or before _____, 20__, an additional payment to compensate for her accumulated paid time off, subject to customary payroll deductions,

4. **SURRENDER AND VACATION OF EMPLOYER’S PROPERTY.** Upon execution of this Agreement, Fields shall deliver all the City’s property in her possession and further, shall vacate the City’s property.

5. **RELEASE AND WAIVER OF CLAIMS.** In consideration of the benefits to be provided to Fields pursuant to this Agreement, Fields including her heirs and assigns hereby irrevocably and unconditionally releases, acquits and discharges the City and each of its past, present and future

elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Fields specifically acknowledges and agrees that s he is releasing and giving up any right that she may now have under federal or state law or political subdivision thereof and any claims that s he may now have or could have asserted against the City.

Fields specifically agrees to release all claims that she may have against the City under many different laws, including but not limited to: ***the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment***; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; Fields Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Fields expressly waives all rights that s he might have under any law that is intended to protect him from waiving unknown claims.

The City hereby irrevocably and unconditionally releases, acquits and discharges Fields from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

6. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for the City to provide a reference to a prospective employer, Fields agrees that she will direct the prospective employer to contact the City Clerk. Additionally, Fields and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

7. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

A. Fields represents and warrants that: she is legally and mentally competent to sign this Agreement; she is the sole owner of any claims against the City; she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has been sold, assigned or pledged to any third party; and she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

B. Fields represents and warrants that she has not and will not file any complaints, charges or lawsuits against the City or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of her employment with or separation of her employment, except Fields expressly reserves the right to file a claim for unemployment benefits. Fields further agrees to indemnify and hold the City harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by the City, arising out of any claim concerning the separation of employment that may hereafter be made by Fields or any other party.

C. The City represents and warrants that it has not and will not file any complaints, charges or lawsuits against Fields with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Fields's employment with the City or the separation of her employment from the City. The City further agrees to indemnify and hold Fields harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Fields, arising out of any claim arising from the separation of her employment that may hereafter be made by the City or any other party.

D. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

E. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

F. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

G. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

H. This Agreement and any amendments hereto may be executed in multiple counterparts by the

parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.

8. **JURISDICTION.** This Agreement shall be governed by the laws of the State of Florida, and the Columbia County Circuit Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

AMI MITCHELL FIELDS

By: _____
Ami Mitchell Fields

File Attachments for Item:

9. City Council Resolution No. 2021-120 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Englewood Electrical Supply Company for the purchase of programmable logic controllers at a price not-to-exceed \$139,496.20; providing for an exception to the competitive procurement of the commodity; and providing for an effective date.

MEETING DATE
July 19, 2021

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Reallocation of funds from Account 410.72.536-060.63

DEPT / OFFICE: Utilities / Price Creek Water Treatment Plant

Originator: Michael Osborn		
City Manager Ami Mitchell Fields	Department Director Paul Dyal	Date 07-13-2021
Recommended Action: Reallocation of (\$139,496.20) from Account 410.72.536-060.63, and reallocate those funds for the Purchase of Programmable Logic Controllers (PLC's), which are at their end-of-life use, for the Price Creek Water Treatment Plant (WTP).		
Summary Explanation & Background: \$350,000.00 was budgeted in account 410.72.536-060.63 for a new (spare) well at Price Creek WTP. However, due to price increases, which have doubled the cost, and also the lead-time for parts, this project cannot be completed this budget year. We would like to reallocate (\$139,496.20) of those budgeted funds to Purchase PLC's that are at their end-of-life use and were not approved in the current budget cycle. The prices for the PLC's have already increased by \$43,000.00 from last year. By purchasing them now, it will save on the next budget cycle and we will save money on the continued price increases that are sure to continue.		
Alternatives: Budget for this in the next budget cycle with the possibility of continued price increase. These parts are vital to the proper operation of the WTP.		
Source of Funds: 410.72.536-060.63		
Financial Impact: (\$139,496.20) Funds are already part of this budget cycle		
Exhibits Attached: 1) EESCO Quote 2) Sole Source Letter		



EESCO®
UNITED ELECTRIC
ENGLEWOOD ELECTRICAL SUPPLY®
A Division of WESCO Distribution, Inc.

6500 BOWDEN RD ST405
904-731-5900
JACKSONVILLE FL 32216

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF LAKE CITY
144 SE OZONE LOOP
PRICE CREEK WTF
LAKE CITY FL 320252021

Date: 07/13/21

Branch: 7676

Project Number:

Project Name

Quoted To: RICHARD HORTA

Date of Your Inquiry: 06/25/21

When ordering please refer
to Quotation Number: 879881

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	A-BS 1769-L30ER COMPACTLOGIX 1 MB	2265.600	E	2265.60	0.00		07/13/21
30	8	A-BS 1756-EN2T CLX HI-CAP ENET/IP	3168.000	E	25344.00	0.00		07/13/21
40	18	A-BS 1756-IF8I CONTROLLOGIX 8 POI	2620.800	E	47174.40	0.00		07/13/21
50	1	A-BS 1756-L71 CONTROLLOGIX 2 MB C	6076.800	E	6076.80	0.00		07/13/21
60	3	A-BS 1756-L81E CONTROLLOGIX 5580	6163.200	E	18489.60	0.00		07/13/21
70	5	A-BS 1756-OF8I CONTROLLOGIX 8 POI	3120.000	E	15600.00	0.00		07/13/21
90	1	A-BS 2711R-T4T PANELVIEW 800 4.3-	469.000	E	469.00	0.00		07/13/21
100	4	A-BS 150-S201NBD SMC-50 WITH BYPA	6019.200	E	24076.80	0.00		07/13/21
SUB-TOTAL					139496.20			
TOTAL					139496.20			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

March 5, 2021

City of Lake City
Attn: Richard Horta (SCADA Analyst)

Re: Rockwell Automation Authorized Allen-Bradley Distributors

Rockwell Automation extends and enhances its own significant automation capabilities by partnering with a network of authorized distributors. Some of the many benefits that customers enjoy working with their local authorized Allen-Bradley distributor include:

- Access to local distributor inventory (including spares and replacement parts)
- Technical assistance from local distributor product specialists
- A knowledgeable staff that has access to factory training
- Rockwell Automation support of local distributor activities

EESCO – Valdosta, GA is the only distributor authorized by Rockwell Automation to sell **Allen-Bradley** and **Rockwell Software** products, along with related services; including technical support contracts as well as training, in the geographic area in which your facility is located. As a matter of Company policy, Rockwell Automation only provides product and sales support to the local authorized distributor, and it is our practice and policy to always promote and recommend that customers buy from their local authorized Allen-Bradley / Rockwell Automation distributor. Rockwell Automation discourages purchasing from non-authorized sources, including distributors who may hold an Allen-Bradley appointment in another area.

If you purchase Allen-Bradley / Rockwell Automation products from an unauthorized source, you may not receive the latest version. The latest version of Allen-Bradley products, along with related factory product services, only is available through your local authorized Allen-Bradley / Rockwell Automation distributor.

Also, products that are not purchased directly from Rockwell Automation or its local authorized distributor may not be covered by a manufacturer's warranty. Rockwell Automation's standard

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION



Rockwell Automation
Florida Territory
5820 West Cypress Street, Suite E
Tampa, FL 33607 USA
Tel 1.813.466.6400 Fax 1.813.466.6401
www.rockwellautomation.com

manufacturer's warranty covers new Allen-Bradley products for a period of one year from the date of Rockwell Automation's or its authorized Allen-Bradley distributor's invoice to the customer.

As a result, there is no assurance that products sourced from unauthorized parties will carry a valid and unexpired manufacturer's warranty. Customers purchasing products from unauthorized sources should not assume that they will receive any rights under any Rockwell Automation factory warranty. Only an authorized Allen-Bradley distributor may offer access to factory warranty coverage on Allen-Bradley products.

We recognize that price can be an important consideration in any purchasing decision; however, it also is important that customers understand what they are getting for that price (or in the case of purchases from an unauthorized source, what they are not getting). Rockwell Automation firmly believes that the best customer value in the long-run is achieved by dealing with the local authorized Allen-Bradley distributor.

Should you have any further questions, please do not hesitate to contact EESCO at 229.247.0642 or your local Rockwell Automation sales office at 813.466.6400.

Respectfully,

A handwritten signature in black ink, appearing to read 'Steve Parkhill', with a long horizontal line extending to the right.

Steve Parkhill

Territory Sales Manager

cc: EESCO – Valdosta, GA

expanding human possibility



Allen-Bradley
by ROCKWELL AUTOMATION



FactoryTalk
by ROCKWELL AUTOMATION

CITY COUNCIL RESOLUTION NO. 2021-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ENGLEWOOD ELECTRICAL SUPPLY COMPANY FOR THE PURCHASE OF PROGRAMMABLE LOGIC CONTROLLERS AT A PRICE NOT-TO-EXCEED \$139,496.20; PROVIDING FOR AN EXCEPTION TO THE COMPETITIVE PROCUREMENT OF THE COMMODITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City") has determined the Programmable Logic Controllers (hereinafter the "PLC's") associated with the Price Creek Water Treatment Plant are at the end of the equipment's useful life expectancy; and

WHEREAS, the city administration has identified a need to purchase new PLC's for the Price Creek Water Treatment Plant; and

WHEREAS, Section 2-178(g)(2) of the City Code permits the City to enter into an agreement for the acquisition of services and commodities excepting the necessity of competitive bidding when there is a finding that competitive bids are not feasible; and

WHEREAS, the City Council finds that there is only one provider of the PLC's needed for the Price Creek Water Treatment Plant and Englewood Electrical Supply Company (a/k/a and hereinafter "EESCO") is the sole source provider; and

WHEREAS, the City's administration recommends that the procurement award be awarded to EESCO at a price of one hundred thirty-nine thousand, four hundred ninety-six dollars and twenty cents (\$139,496.20) (hereinafter the

"Contract Price"); and

WHEREAS, the City Council finds that it is in the City's best interest to award the procurement contract to EESCO pursuant to the terms, provisions, conditions, and requirements of the City's standard purchasing order (hereinafter the "Contract").

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

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

Section 2. EESCO is awarded the procurement contract as the sole source provider and in accordance with the referenced Contract.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to EESCO, to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and EESCO, shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of
August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

10. City Council Resolution No. 2021-121 - A resolution of the City Council of the City of Lake City, Florida, declaring one firearm to be surplus to the City's needs; providing for the conveyance of the firearm to Lieutenant Keith Heston for his outstanding service to the City and its citizens during his career with the Lake City Police Department; and providing for the removal of the firearm from the fixed assets of the City.

CITY COUNCIL RESOLUTION NO. 2021-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, DECLARING ONE FIREARM TO BE SURPLUS TO THE CITY'S NEEDS; PROVIDING FOR THE CONVEYANCE OF THE FIREARM TO LIEUTENANT KEITH HESTON FOR HIS OUTSTANDING SERVICE TO THE CITY AND ITS CITIZENS DURING HIS CAREER WITH THE LAKE CITY POLICE DEPARTMENT; AND PROVIDING FOR THE REMOVAL OF THE FIREARM FROM THE FIXED ASSETS OF THE CITY.

WHEREAS, the City Council of the City of Lake City, Florida (hereinafter the "City"), has received from the Lake City Police Department (hereinafter the "LCPD") the *Fixed Asset Disposition Request* for one Smith & Wesson M&P .40 caliber pistol with a serial number of DSX7705 (hereinafter the "Property"); and

WHEREAS, the City and the Fraternal Order of Police contract provides that the service weapons of officers who serve the City and retire in good standing after more than twenty (20) years of service or those that are eligible for pension benefits will be provided their service weapons upon leaving the LCPD; and

WHEREAS, the City Council finds that Lieutenant Keith Heston served the City and its citizens with honor, dignity, and respect and, therefore, his respective service weapon shall be conveyed to him; and

WHEREAS, the City Council finds that the Property shall be removed from the Fixed Assets of the City.

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

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

Section 2. The Property described herein is hereby declared surplus to the City's needs.

Section 3. The City is hereby authorized to convey the Property to Lieutenant Keith Heston.

Section 4. The City shall remove the Property from the City's fixed assets.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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

File Attachments for Item:

11. City Council Resolution No. 2021-123 - A resolution of the City Council of the City of Lake City, Florida. authorizing the acceptance of a grant award in an amount of up to \$166,520.00, from the United States of America acting through the Federal Aviation Administration in accordance with the Department of Transportation Appropriations Act of 2021, for projects at the Lake City Gateway Airport; providing for the realignment of Taxiway C; providing for the rehabilitation of the apron and taxi lanes; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$166,520.00, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION APPROPRIATIONS ACT OF 2021, FOR PROJECTS AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR THE REALIGNMENT OF TAXIWAY C; PROVIDING FOR THE REHABILITATION OF THE APRON AND TAXI LANES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) has submitted to the Federal Aviation Administration (hereinafter the “FAA”) an application for grant funds associated with projects at the Lake City Gateway Airport (hereinafter the “Airport”) for a grant of Federal funds; and

WHEREAS, in consideration of the promises, representations, and assurances provided by the City, the FAA has approved the application for the grant funds to be used towards the realignment of taxiway C and the rehabilitation of the apron and taxi lanes at the Airport; and

WHEREAS, the City Council finds that accepting the terms and conditions of the *FAA Airport Improvement Program (AIP) Grant Agreement* (hereinafter the “Grant Agreement”), a copy of which is available for viewing at the City Clerk’s office, is in the best interests of the City.

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

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

Section 2. The city administration is hereby authorized to accept the grant award from the United States of America acting through the Federal Aviation Administration in an amount up to one hundred sixty-six thousand five hundred twenty dollars and zero cents (\$166,520.00) to fund the aforementioned projects at the Airport as specifically described in the *Grant Agreement*.

Section 3. The Mayor or city administration are authorized to execute any and all documentation relating to the *Grant Agreement*.

PASSED AND ADOPTED at a meeting of the City Council on the ____ day of August 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt,
Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

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



U.S. Department
of Transportation
Federal Aviation
Administration

8427 SouthPark Circle
Suite 524
Orlando, FL 32819

July 16, 2021

Ms. Florence Straugh
Airport Manager
Lake City Gateway Airport
3524 East US Highway 90
Lake City, FL 32055

Dear Ms. Straugh:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0039-027-2021 at Lake City Gateway Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.

2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Hilary Maull, (407) 487-7238, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, PE
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 16, 2021
Airport/Planning Area	Lake City Gateway Airport
FY2021 AIP Grant Number	3-12-0039-027-2021
Unique Entity Identifier	020983110
TO:	City of Lake City
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 11, 2021, for a grant of Federal funds for a project at or associated with the Lake City Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Lake City Gateway Airport (herein called the "Project") consisting of the following:

Shift or Reconfigure Existing Taxiway C; Rehabilitate Apron

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$166,520.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 166,520 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 12, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated June 1996, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
26. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Lake City

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Lake City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of June 11, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

File Attachments for Item:

12. City Council Resolution No. 2021-124 - A resolution of the City Council of the City of Lake City, Florida, constituting the fiscal year 2021-22 preliminary fire assessment resolution; relating to the provision of fire protection services, facilities and programs in the City of Lake City, Florida; confirming previous resolution as amended; reimposing fire protection assessments and establishing fire protection not-to-exceed assessment rates; directing the preparation of the preliminary assessment roll; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONSTITUTING THE FISCAL YEAR 2021-22 PRELIMINARY FIRE ASSESSMENT RESOLUTION; RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF LAKE CITY, FLORIDA; CONFIRMING PREVIOUS RESOLUTIONS AS AMENDED; REIMPOSING FIRE PROTECTION ASSESSMENTS AND ESTABLISHING FIRE PROTECTION NOT-TO-EXCEED ASSESSMENT RATES; DIRECTING THE PREPARATION OF THE PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

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

SECTION 2. PURPOSE AND DEFINITIONS.

This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, as codified. This Preliminary Resolution initiates the annual process for updating the Assessment Roll and directs the imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2021. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and in subsequently adopted Preliminary and Annual Resolutions. Except as amended and modified by this Resolution, Resolution Nos. 2008-058 and 2008-064 and all subsequent Preliminary and Annual Resolutions, as may have been subsequently amended, are hereby confirmed and ratified. The term "2021 Update Report" in this and subsequent Resolutions shall refer to the "City of Lake City Fire Assessment Update Study – Final Technical Report, dated July 26, 2021", by Tindale-Oliver & Associates, Inc. (attached hereto and incorporated in this Resolution as Exhibit A).

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

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

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in the 2021 Update Report.

SECTION 4. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.

(A) Fire Protection Assessments shall be imposed against all Tax Parcels within the Property Use Categories identified in the 2021 Update Report. Fire Protection Assessments shall be computed in the manner set forth in the Initial and Final Resolutions as amended and confirmed by Preliminary and Annual Resolutions adopted in each subsequent year, and as set forth in the 2021 Update Report and in this Preliminary Resolution.

(B) It is hereby ascertained, determined and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the 2021 Update Report and this Resolution. It is hereby ascertained, determined and declared that the findings, calculations and conclusions in the 2021 Update Report as applied in this Resolution are sound, fair and reasonable. The findings of special benefit and reasonable apportionment declared in the Ordinance, the Initial Resolution, the Final Resolution and subsequent Preliminary and Annual Resolutions, as amended and established by this Preliminary Resolution and the 2021 Update Report are hereby affirmed and confirmed.

(C) The Fire Protection Assessments to be imposed for the Fiscal Year commencing October 1, 2021, are hereby established and adopted as follows:

FY2021-22 Fire Protection Assessment Rates

Residential Property Category	Units	Not To Exceed Rates
Single Family Residential	Rate per Dwelling Unit	\$252.02
Multi-Family Residential	Rate per Dwelling Unit	\$227.35
Nonresidential Property Category	Units	Not To Exceed Rates
Commercial	Rate per Square Foot	\$0.1565
Industrial/Warehouse	Rate per Square Foot	\$0.0402
Vacant Land	Rate per Parcel	\$ 50.40

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

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

Property to the aggregated square footage of Recreational Vehicle Park property as calculated in subsection (4)(i) of this section.

- (5) Vacant Property – For each Vacant Tax Parcel, excluding Agricultural Property as defined in Resolution No. 2017-065, the Fire Protection Assessments shall be equal to the rate shown in subsection (C) above for Vacant Property imposed on each Tax Parcel.
- (6) Mixed Use Property – The Fire Protection Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

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

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

SECTION 5. ANNUAL ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2021, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in Resolution No. 2008-058, as modified and confirmed by Preliminary and Annual Resolutions adopted in subsequent years, and as modified and set forth in the 2021 Update Report, and this Resolution. A copy of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and Preliminary and Annual Resolutions adopted in subsequent years, the 2021 Update Report, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2021, be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal

available to the public or available to City staff that will provide such information to the public.

(B) The amount any Tax Parcel has due as a delinquency or amount due of the Fire Rescue Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that Tax Parcel for Fiscal Year 2021-22.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services, as set forth in Resolution Nos. 2002-055 and 2002-075, as amended or confirmed by Preliminary and Annual Resolutions adopted in subsequent years, and as amended or confirmed in the 2021 Update Report and this Preliminary Resolution, is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the City.

SECTION 6. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 6:00 p.m., or as soon as possible thereafter, on September 7, 2021, in the City Council Chambers of City Hall, 205 North Marion Avenue, Lake City, Florida, or through the use of communications media technology allowing remote public participation with no public in-person attendance if authorized by the Governor and as determined necessary by the City Council, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2021 and collecting such assessments on the same bill as ad valorem taxes; provided, however, that Fire Protection Assessments for Government Property may be collected pursuant to Section 46-130 of the Code of the City of Lake City, Florida. Fire Protection Assessments adopted and imposed by the City after the public hearing shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The adoption of an Annual Rate Resolution after the public hearing shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Rate Resolution.

SECTION 7. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 6 of this Preliminary Rate Resolution in the manner and time provided in Section 46-101 of the Code of the City of Lake City, Florida. The notice shall be in substantially the

same form as set forth in Appendix C of Resolution No. 2009-074 with changes as needed to conform to this Resolution. The notice shall be published no later than August 18, 2021.

SECTION 8. NOTICE BY MAIL. The City Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 46-105 of the Code of the City of Lake City, Florida so require. The notice shall contain the information required by Florida Statutes Section 197.3632 and/or be in substantially the same form as set forth in Appendix D of Resolution No. 2009-074 with changes as needed to conform to this Resolution. Such notices shall be mailed no later than August 18, 2021.

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

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

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

PASSED AND ADOPTED at a meeting of the City Council this _____ day of August, 2021.

Attest:

CITY OF LAKE CITY, FLORIDA

Audrey E. Sikes, City Clerk

By: _____
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

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

EXHIBIT A

City of Lake City Fire Assessment Update Study – Final Technical Report

Prepared by Tindale Oliver

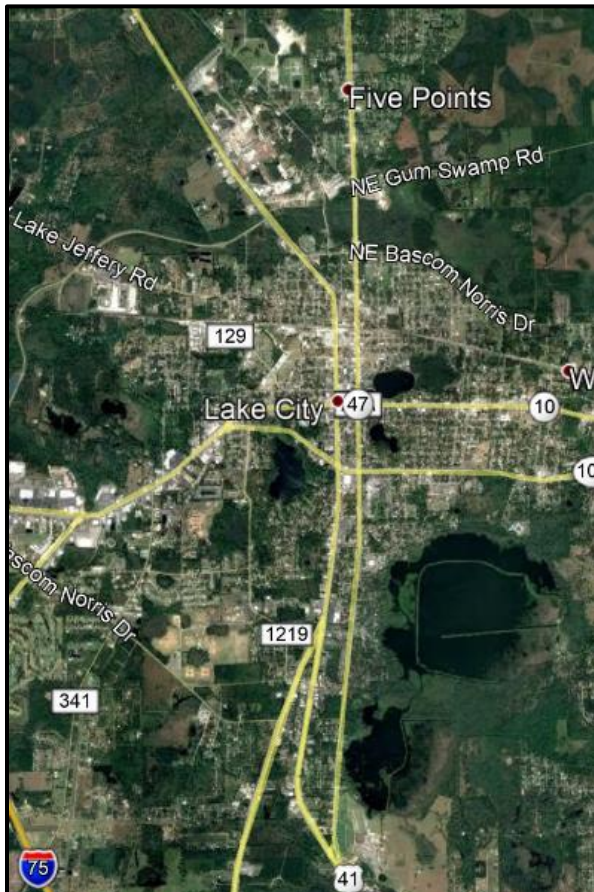
Dated: July 26, 2021



CITY OF LAKE CITY

FIRE ASSESSMENT UPDATE STUDY

Final Technical Report
July 26, 2021



Prepared for:

City of Lake City
205 N. Marion Avenue
Lake City, FL 32055
ph (386) 752-2031

Prepared by:

Tindale Oliver
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nkamp@tindaleoliver.com

CITY OF LAKE CITY

FIRE ASSESSMENT UPDATE STUDY

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Appendices:

Appendix A: Lake City Fire Department Incident Data

Appendix B: Rate Category Classification Tables

I. Introduction

Fire assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within many Florida cities and counties. Lake City's fire protection assessment program was implemented in 2002 and was last updated in 2019. To reflect the most recent data, the City retained Tindale Oliver to prepare the technical study supporting an update of the City's fire protection special assessment rate schedule. The purpose of this study is to calculate fire protection assessment rates that are based upon the most current and appropriate available data for providing fire protection services within the city.

II. Service Delivery and Legal Requirements

Fire Department History

The City of Lake City and Columbia County have historically provided combined fire protection services countywide. Prior to 1992, the combined City/County Fire Department consisted of one staffed fire station and seven volunteer fire stations located throughout the county. The second staffed fire station for the combined City/County Fire Department was opened in 1992. In 2002, Lake City adopted a Fire Protection Assessment Ordinance, Ordinance No. 2002-958, and began imposing and collecting non-ad valorem assessments to fund a portion of the costs of the combined City/County Fire Department. In 2006, the City/County Fire Department separated, with the City of Lake City Fire Department (LCFD) serving properties within Lake City and the Columbia County Fire Department (CCFD) serving the remaining areas of the county. Following separation of the combined City/County Fire Department, the LCFD retained the replacement station rebuilt and located within the city limits, while the CCFD retained the station located near the municipal boundary of the city. As part of the dissolution of the combined City/County Fire Department, to ensure that both city and county residents continue to receive a high standard of fire protection services under the new department structure, the LCFD and CCFD entered into an automatic/mutual aid service agreement. Although the automatic aid agreement was terminated in October of 2013, it was re-established in August 2019. Under this “Automatic Aid Agreement, Structure Fire Response” agreement:

The LCFD and CCFD have a mutual aid agreement to provide more effective service.

- The LCFD will respond anywhere outside of the incorporated City limits within five (5) driving miles of the LCFD Station 1 with an Engine Company, including three personnel for both residential structure fires, commercial structure fires and commercial fire alarms.
- The CCFD will respond anywhere inside of the incorporated City limits with the closest available unit. CCFD will send an Engine and a Tanker for residential structure fires, commercial structure fires and commercial fire alarms.

A review of calls responded by the CCFD within the City and by the LCFD within the unincorporated county suggested both agencies tend to respond to approximately the same number of calls. As such, no adjustments related to these agreements were made.

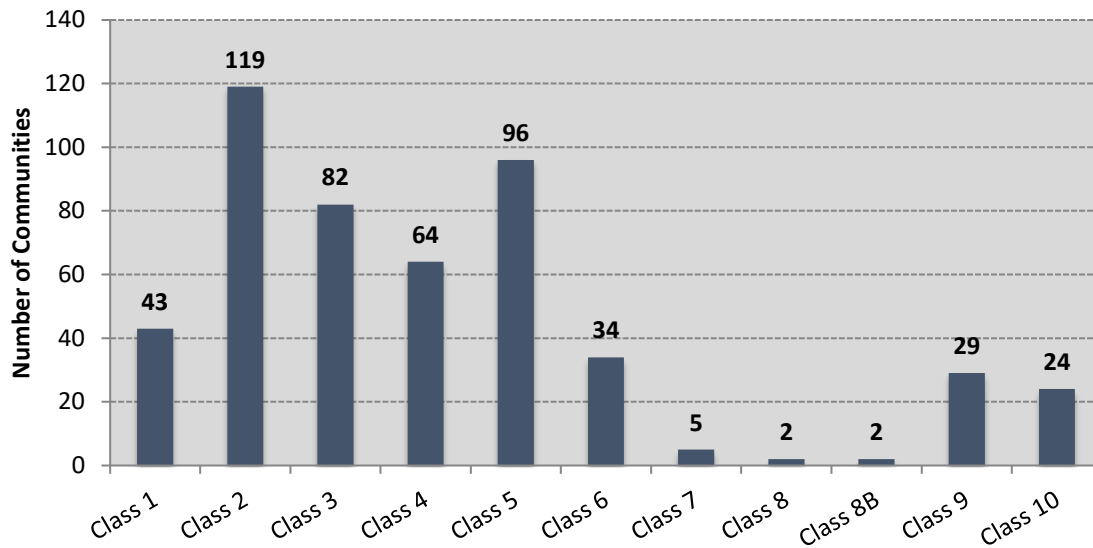
Insurance Services Office (ISO) Rating

Measurement of a community's fire protection services is provided through the Insurance Services Office (ISO), which collects information on municipal fire protection efforts throughout the United States. Ratings by the ISO are accepted by the insurance industry and by fire departments nationwide as the industry standard for measuring a fire department's capacity and ability to suppress fire incidents. For each community, ISO analyzes relevant data using its Fire Suppression Rating Schedule (FSRS). The three primary areas of data analyzed include 1) fire department fire alarm and communications system, 2) fire department staff and equipment, and 3) water supply system available to the fire department. In turn, the FSRS is used to assign a Public Protection Classification (PPC) from 1 to 10 (commonly referred to as a fire department's "ISO Rating"). An ISO Rating of Class 1 represents excellent public protection, while an ISO Rating of Class 10 indicates that the community's fire-suppression program does not meet ISO's minimum criteria. Participation in the ISO program aims primarily to provide a community with an objective and standard rating system used nationwide that assists fire departments in planning and budgeting for facilities, equipment, and training. In addition, ISO ratings are used by many insurance companies to establish appropriate fire insurance premiums for residential and commercial properties within that community, thus providing a financial incentive for communities that choose to improve their fire protection services.

*The LCFD's
current ISO
rating is Class 4.*

The LCFD's current ISO rating is Class 4, which places the City in the top 60 percent of communities in Florida. **Figure 1** presents the distribution of ISO Ratings for Florida communities.

Figure 1
Distribution of ISO Ratings for Florida Communities



Source: Insurance Services Office; Public Protection Classification

Legal Requirements

There is a substantial body of case law in Florida upholding the authority of local governments to impose special assessments for fire services. See, for example, Fire Dist. No. 1 of Polk County v. Jenkins, 221 So.2d 740 (Fla. 1969); Lake County v. Water Oak Management Corp., 695 So. 2d 667 (Fla. 1997), City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), Desiderio Corp. v. City of Boynton Beach, 39 So.3d 487 (4th DCA 2010). The authority of local governments to adopt and impose special assessments for fire services and to develop fair and reasonable assessment apportionment methodologies was recently reaffirmed and unanimously upheld by the Florida Supreme Court in Morris vs. City of Cape Coral, 163 So.3d 1174 (Fla. 2015). This case upheld the City of Cape Coral’s fire assessment program that recognized insurance savings, reduction in financial liability, and enhanced property values among the special benefits to property received from the Fire Department’s services.

Under Florida case law, the services or improvements funded by the assessment must have a logical relationship with and provide “special benefit” to property, and the assessment methodology must apportion the costs in a fair and reasonable manner. A local government’s legislative determination of special benefit and fair apportionment should be upheld by a court unless the determination is arbitrary and not supported by competent, substantial evidence. Sarasota County v. Sarasota Church of Christ, Inc., 667 So.2d 180, 183 (Fla. 1995) (citing City of Boca Raton v. State, 595 So.2d 25, 30 (Fla. 1992)). In City of North Lauderdale v. SMM Properties,

Inc., 825 So.2d 343 (Fla. 2002), the Florida Supreme Court reaffirmed that traditional fire protection services such as fire suppression, fire prevention, fire/building inspections and first response medical services (BLS) provide special benefit to property but held that advance life support (ALS) and medical transport do not have a logical relationship to property. The North Lauderdale decision limits a fire assessment to that portion of the fire department budget that relates to traditional fire services, including first responder services. The use of historical demand for fire protection services, by reviewing calls for service, was upheld as a reasonable and fair basis for apportioning fire protection costs to assessed properties in the North Lauderdale case. In Desiderio Corporation, et al. v City of Boynton Beach, et al., 39 So.3d 487 (Fla. 4th DCA 2010), a method of allocating budget costs between fire rescue costs and ALS costs was approved as a fair and reasonable way to identify and remove ALS costs from the calculation of a fire assessment.

The fire protection assessment methodology contained in this report is consistent with the above Florida Supreme Court ruling, as the LCFD does not provide any emergency medical services above the level of first responder. The analysis contained in this report includes only the budget and incident data associated with fire protection services provided by the LCFD.

III. Update of the Fire Protection Assessment Program

There are several components in determining the fire assessment rate schedule:

- Determination of fire funding requirement
- Distribution of fire incidents and resources by property rate category
- Determination of fire protection assessment allocation
- Distribution of units by land use rate category

These components are discussed in further detail below, resulting in the calculated fire assessment rate schedule for Lake City.

Fire Assessment Funding Requirement

The first step in calculating the City's fire assessment rates is to calculate the total fire rescue assessable budget. To accomplish this, the LCFD's budget for FY 2022 was reviewed, including personnel, operating, and capital outlay expenditures. More specifically, the following adjustments were made:

The LCFD's total assessable budget for FY 2022 is \$2.5 million.

- An analysis of the revenue sources indicated that the Fire Department receives dedicated revenues from the State to assist with the Fire Pension Fund. This revenue amounts to just over \$63,000 in FY 2022. This and interest earnings are subtracted from the total expenditures line item to obtain total net expenditures of \$2.42 million.
- The miscellaneous assessment expenditure included in this report is the statutory discount, which represents approximately 4 percent (\$96,623) of total net expenditures and is based on actual collections and the City's direction in previous studies. The statutory discount of \$96,623 is added to the total net expenditures line item to obtain the total fire assessment funding requirement, which is shown in Table 1.

As presented in **Table 1**, although the LCFD's total assessable budget for FY 2022 is approximately \$2.51 million, the City is requesting a budget of approximately \$2.49 million to limit any rate increases. This requested funding amount of approximately \$2.49 million is the basis of the calculated rates in this study, which is 1.3 percent higher than the FY 2020 assessable budget that was used in the 2019 technical study.

Table 1
LCFD Total Assessed Costs (FY 2022)

Description	FY 2022
Expenditures ⁽¹⁾	
Personnel Services	\$1,802,109
Operating	\$461,992
Capital Outlay	\$49,888
Debt Service Transfer	<u>\$165,209</u>
Total Expenditures	\$2,479,198
Revenues ⁽²⁾	
Local Option Taxes Insurance Premium Fire	\$63,275
Interest Earnings	<u>\$350</u>
Subtotal - Revenues	\$63,625
Total Net Expenditures ⁽³⁾	\$2,415,573
Miscellaneous Assessment Expenditures	
Statutory Discount ⁽⁴⁾	\$96,623
Subtotal - Misc. Assessment Expenditures	\$96,623
Total Assessable Budget ⁽⁵⁾	\$2,512,196
2019 Study Assessable Budget	\$2,457,300
Requested Budget Requirement	
Reduction Factor ⁽⁶⁾	0.905%
Requested Assessment Funding ⁽⁷⁾	\$2,489,461

1) Source: City of Lake City

2) Source: City of Lake City

3) Total expenditures (Item 1) less revenues (Item 2)

4) The City has the legal right to add up to 5% for reimbursement, which includes 4% to offset statutory discounts received for early payment pursuant to the Uniform Assessment Collection Act and 1% reserve for delinquencies and under-collection. Based on historical collection trends and the City's direction in the past, this percentage is reduced to 4% for the purposes of assessed cost calculations.

5) Total net expenditures (Item 3) plus miscellaneous assessment expenditures (Item 4)

6) Reduction factor applied to the total assessable budget (Item 5) to limit increases to the current rates

7) Total assessable budget (Item 5) reduced by the reduction factor (Item 6)

Incident Data Distribution by Land Use

The second component in determining the fire assessment rates is the demand for services by land use category. Case law requires that assessment rates should reflect the benefit to the property. This is typically determined based on the use of the Fire Department's services, which can be measured through the historical demand for fire protection services by land use categories.

A review of fire services was completed to quantify the number of incidents and total resources related to each incident by land use. To complete this analysis, the data on all incidents for the past ten years (2011 through 2020), obtained from the National Fire Incident Reporting System (NFIRS) for the LCFD, were analyzed. The use of multiple years increases the sample size, resulting in a more stable distribution.

The LCFD responds to a wide variety of incidents, including some that do not require a full response. Consistent with the current adopted methodology, calls that are single alarm, which tend to require response by only one unit of vehicle and generally require little time of effort by personnel, are excluded from the analysis. Calls that require a Multiple Alarm or Special Response are the type of calls considered to be fire and first responder incidents. Multiple Alarm and Special Response calls require response by multiple vehicles fully staffed by fire department personnel and generally require extensive time and effort on scene to provide the fire rescue services expected of the LCFD. These Multiple Alarm and Special Response incidents reflect the need for, and primary cost of, providing for the availability of fire protection services.

As such, it is fair and reasonable to use the incident data related to Multiple Alarm and Special Response incidents to analyze historical demand for fire protection services by each property use or rate category. Incident codes that predominantly consist of Single Alarm responses were identified through the analysis of incident data and were excluded from the historical demand analysis. In addition, there are incidents that cannot be attributed to a specific parcel of property rate category, such as traffic accidents. These non-property specific incidents are excluded from the historical demand analysis. Finally, incidents that occur rarely, but have high impact on the distribution of resources were also excluded. These included two incidents related to chemical spill/leak occurrences in 2017. Given that these are not typical incidents the Fire Department responds to and do not determine the Fire Department's budget, it is fair and reasonable to exclude them.

The City has assessed vacant property since 2008. The response to incidents on vacant property by the LCFD follows the same response protocols as responses to other properties within the City; however, the LCFD is limited in its capability to suppress fires in the interior of vacant parcels due to the type of vehicles used by the department. Fires that the LCFD is unable to suppress within vacant/agricultural parcels generate a response by the County Fire Department as well as the State Division of Forestry. The LCFD will, when possible, suppress fires on vacant property; however, the primary focus of the LCFD is to contain such fires and minimize threats to structures on adjacent parcels. By containing and preventing the spread of such fires, the LCFD benefits adjacent parcels by minimizing or preventing damage. This also benefits the vacant parcel by potentially suppressing fire on the property and also limiting the vacant parcel's exposure to fines and other costs related to fire spreading from the vacant parcel. For these reasons, it is fair and reasonable for vacant property continued to be assessed on a per-parcel basis to offset a portion of the costs allocated to vacant property. It is also fair and reasonable to spread the remaining costs related to vacant properties among the other property rate categories in the city in recognition of the benefit to parcels adjacent to vacant property fire incidents. Consistent with the currently adopted methodology, it is estimated that the benefits from a response to a vacant parcel are approximately 20 percent of the benefits of a response to a residential single family dwelling unit. Therefore, the proposed rate for a vacant parcel is 20 percent of the proposed single family residential rate per dwelling unit.

Distributing the fire protection costs based only on the number of incidents does not reflect the full level of resources used by each land use, and therefore the distribution is based on total effort. Total effort takes into consideration the incident duration, vehicle time, and staff time in addition to the frequency. This information is presented in Table 2, along with a comparison of the distribution used in the previous study. As shown, the distribution of total resources remained constant for industrial/warehouse and commercial land uses and decreased for government, institutional/religious/non-profit, and vacant/agricultural land. Of these, government, institutional/religious/non-profit organizations, and agricultural land are exempt from the fire assessment. The distribution of total resources increased for single family and multi-family.

Table 2
Distribution of Fire Protection Incidents by Land Use Type

Property Rate Category	2011 through 2020 ⁽¹⁾			2019 Report Distribution ⁽²⁾	Percent Change
	Total Incidents	Frequency Distribution	Resource Distribution		
Residential					
Single Family	803	30.5%	32.7%	32.0%	2.2%
Multi-Family	358	13.6%	15.5%	14.0%	10.7%
Non-Residential					
Commercial	1,186	45.1%	37.0%	37.3%	-0.8%
Industrial/Warehouse	68	2.6%	2.2%	2.2%	0.0%
Government	85	3.2%	3.3%	3.6%	-8.3%
Institutional/Religious/Non-Profit	26	1.0%	1.8%	2.2%	-18.2%
Vacant Land	76	2.9%	4.7%	8.7%	-13.8%
Agricultural Land	29	1.1%	2.8%		
Total	2,631	100.0%	100.0%	100.0%	

1) Source: Appendix A

2) Source: *City of Lake City Fire Assessment Update, July 2019*

Fire Assessment Cost Allocation

The third component in determining the fire protection assessment rates is the allocation of the assessed costs to each property rate category, based on the total fire assessment funding requirement and distribution of total resources. **Table 3** presents the fire rescue assessable budget allocation by land use/rate category. As mentioned previously, the requested FY 2022 budget is 1.3 percent higher than that used in the previous study. The remaining fluctuations are due to the changes in resource allocation.

Per State legislation, agricultural properties are exempt from fire assessment fees. Therefore, the share of the budget associated with agricultural fire incidents cannot be recovered through the City's fire assessment.

Table 3
Fire Protection and First Response Cost Allocation

Description/Property Rate Category	Distribution of Resources ⁽²⁾	FY 2022 Assessed Costs ⁽³⁾	FY 2020 Assessed Costs ⁽⁴⁾	Percent Change from FY 2020 ⁽⁵⁾
Funding Requirement⁽¹⁾		\$2,489,461	\$2,457,300	1.3%
Residential				
Single Family	32.7%	\$814,054	\$786,335	3.5%
Multi-Family	15.5%	\$385,866	\$344,022	12.2%
Non-Residential				
Commercial	37.0%	\$921,101	\$916,573	0.5%
Industrial/Warehouse	2.2%	\$54,768	\$54,061	1.3%
Government	3.3%	\$82,152	\$88,463	-7.1%
Institutional/Religious/Non-Profit	1.8%	\$44,810	\$54,061	-17.1%
Vacant Land	4.7%	\$117,005	<u>\$213,785</u>	<u>-12.7%</u>
Agricultural Land	<u>2.8%</u>	<u>\$69,705</u>		
Total	100.0%	\$2,489,461	\$2,457,300	1.3%

1) Source: Table 1

2) Source: Table 2

3) Fire assessment funding requirement (Item 1) distributed among each land use based on the distribution of resources (Item 2)

4) Source: *City of Lake City Fire Assessment Update, July 2019*

5) Percent change from FY 2020 assessed costs to FY 2022 (Items 4 and 3)

Land Use Data

The fourth component in determining the fire assessment rates is to allocate the assessed costs to property units (e.g., dwelling units, square footage, or parcels) within each land use category. This was accomplished by utilizing the most recent data from the Columbia County Tax Collector's Office and the Columbia County Property Appraiser. The Columbia County Property Appraiser is statutorily charged with maintaining and developing the annual tax roll; however, the Columbia County Tax Collector maintains additional information related to properties within Lake City and the unincorporated county. Therefore, to be consistent with the most recent Tax Collector data concerning the City's fire protection assessment, property data from the Tax Collector is used in this analysis.

The Tax Collector database includes both exempt and non-exempt properties and for the purposes of assessment calculations all units were used. Properties that are tax exempt, such as Institutional (religious and other non-taxable properties) and Governmental properties, have

historically not been billed the City's fire protection assessment. Because these properties are tax-exempt, there is generally limited and inconsistent data maintained by the Property Appraiser and Tax Collector related to building square footage or specific use of these properties. Given this, it is difficult to determine appropriate fire protection assessment rates for these property rate categories. Given that these government and institutional properties provide facilities, uses and services to the community in general, they serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose a fire assessment on these properties. The FY 2022 assessed costs allocated to Governmental and Institutional properties will be funded by the City from legally available, non-assessment funds. The City may, as authorized by Section 3.03 of the Fire Protection Assessment Ordinance, Ordinance No. 2002-958, separately bill governmental properties and reduce the general fund contribution.

Table 4 provides a comparison of current units to the number of units used in the 2019 study, which is the basis for the current adopted rates. Each property within the city on the ad valorem tax roll is assigned to a Department of Revenue (DOR) code, based on assignment by the Columbia County Property Appraiser. Similar to the fire protection incidents, each DOR code has been assigned to a specific property rate category. A list of the rate category assigned to each DOR code is provided in **Appendix B, Table B-2**. It should be noted that not every DOR code included in this table is representative of properties within Lake City; however, each primary DOR code has been classified under a property rate category, thereby accommodating any types of future development not currently in the city that may be approved in the future.

Table 4
Distribution of Property Units by Rate Category

Property Rate Category	Unit	Total Number of Units ⁽¹⁾	2019 Report Units ⁽²⁾	Percent Change ⁽³⁾
<i>Residential</i>				
Single Family	dwelling unit	3,300	3,314	-0.42%
Multi-Family	dwelling unit	1,734	1,732	0.12%
<i>Non-Residential</i>				
Commercial	square feet	6,013,432	6,039,797	-0.44%
Industrial/Warehouse	square feet	1,393,533	1,377,049	1.20%
Vacant Land	parcel	1,334	1,322	0.91%

1) Source: Columbia County Tax Collector Database, June 2021

2) Source: *City of Lake City Fire Assessment Update, July 2019*

3) Percent change between 2019 units (Item 2) and the current units (Item 1)

Calculated Fire Assessment Schedule

Once the number of units was determined, allocated cost for each land use was divided by the associated units to determine the base assessment rate.

As discussed previously, consistent with the current adopted rate structure, the assessment per parcel for vacant land is capped at 20 percent of the single family rate per dwelling unit. Based on current methodology, it is estimated that benefits from a response to a vacant parcel continue to amount approximately 20 percent of the benefits of a response to a residential single family dwelling unit. Therefore, the assessment rate for vacant land per parcel is capped at 20 percent of single family home rate and the remaining assessed cost is redistributed among other land uses. This is to reflect benefit received by structures surrounding vacant lots from the Fire Department's response to the vacant property. **Table 5** provides results of this analysis.

As mentioned previously, the City will not charge agricultural land. More specifically, Section 170.01(4) provides that a local government may not levy a special assessment for fire protection services on lands classified as agricultural lands under FS 193.461 unless those lands contain a residential dwelling unit or a qualified non-residential building.

Table 5
Calculated Assessment Rates

Property Rate Category	Unit	Fire Assessment Allocation ⁽¹⁾	Adjusted Fire Assessment Allocation ⁽²⁾	Number of Units ⁽³⁾	Calculated Rate per Unit ⁽⁴⁾
<i>Residential</i>					
Single Family	dwelling unit	\$814,054	\$831,656	3,300	\$252.02
Multi-Family	dwelling unit	\$385,866	\$394,219	1,734	\$227.35
<i>Non-Residential</i>					
Commercial	square feet	\$921,101	\$940,989	6,013,432	\$0.1565
Industrial/Warehouse	square feet	\$54,768	\$55,961	1,393,533	\$0.0402
Vacant Land	parcel	\$117,005	\$67,234	1,334	\$50.40
Government	square feet	\$82,152	\$83,942	n/a	n/a
Institutional/Religious/Non-Profit	square feet	\$44,810	\$45,755	n/a	n/a

1) Source: Table 3

2) Source: Adjusted budget reflects the redistribution of approximately \$50,000 from vacant land to other land uses to ensure that the rate per vacant parcel does not exceed 20% of single family rate.

3) Source: Table 4

4) Adjusted fire assessment allocation (Item 2) divided by the number of units (Item 3)

Table 6 provides a comparison of the calculated assessment rates and current adopted rates. As presented, calculated rates remained stable for single family and vacant land uses while commercial and industrial/warehouse land uses decreased slightly, and multi-family increased.

Table 6
Comparison of Calculated FY 2022 Assessment Rates to the Current Adopted Rates

Property Rate Category	Unit	Calculated Rate per Unit ⁽¹⁾	Current Adopted Rate ⁽²⁾	Percent Change ⁽³⁾
<i>Residential</i>				
Single Family	dwelling unit	\$252.02	\$252.02	0.0%
Multi-Family	dwelling unit	\$227.35	\$210.95	7.8%
<i>Non-Residential</i>				
Commercial	square feet	\$0.1565	\$0.1612	-2.9%
Industrial/Warehouse	square feet	\$0.0402	\$0.0417	-3.6%
Vacant Land	parcel	\$50.40	\$50.40	0.0%

1) Source: Table 5

2) Source: City of Lake City

3) Percent change between current adopted rate (Item 2) and the 2021 calculated rate per unit (Item 1)

Revenue Estimates

Of the requested assessable budget of \$2.49 million shown in Table 1, it is estimated that the City will receive approximately \$2.1 million to \$2.2 million. This difference is due to exempt properties that were discussed previously, reductions provided for the City's indigent program and low occupancy rate at RV Parks, as well as early payments. This revenue loss will need to be funded from the General Fund.

Appendix A

Lake City Fire Department Incident Data

Appendix A

This appendix documents the incident data analysis conducted as part of the technical study. Incidents over the past ten years were analyzed to estimate demand from different land uses for fire rescue services. As discussed previously, single alarm incidents were excluded from the analysis. **Tables A-1 through A-4** present this analysis.

Table A-1
Distribution of Incidents by Land Use

Incident Type	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		Average % Distribution (2011-2020)
	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	Number of Incidents	Percent Distribution	
Single Family	63	29.3%	74	33.3%	69	31.1%	85	30.5%	79	27.4%	100	29.8%	88	28.9%	88	30.2%	72	31.3%	85	35.0%	30.5%
Multi-Family	16	7.4%	26	11.7%	37	16.7%	33	11.8%	35	12.2%	61	18.2%	45	14.8%	39	13.4%	39	17.0%	27	11.1%	13.6%
Commercial	87	40.5%	93	41.9%	95	42.8%	128	45.9%	149	51.7%	135	40.2%	148	48.5%	139	47.8%	101	43.9%	111	45.7%	45.1%
Industrial/Warehouse	4	1.9%	3	1.4%	4	1.8%	5	1.8%	7	2.4%	11	3.3%	6	2.0%	8	2.7%	8	3.5%	12	4.9%	2.6%
Government	6	2.8%	9	4.1%	5	2.3%	13	4.7%	15	5.2%	20	6.0%	6	2.0%	5	1.7%	4	1.7%	2	0.8%	3.2%
Inst./Religious/Non-Profit	2	0.9%	6	2.7%	3	1.4%	2	0.7%	1	0.3%	3	0.9%	3	1.0%	2	0.7%	1	0.4%	3	1.2%	1.0%
Vacant Land	32	14.9%	7	3.2%	6	2.7%	9	3.2%	1	0.3%	5	1.5%	3	1.0%	7	2.4%	3	1.3%	3	1.2%	2.9%
Agricultural	5	2.3%	4	1.8%	3	1.4%	4	1.4%	1	0.3%	1	0.3%	6	2.0%	3	1.0%	2	0.9%	0	0.0%	1.1%
Total	215	100.0%	222	100.0%	222	100.0%	279	100.0%	288	100.0%	336	100.0%	305	100.0%	291	100.0%	230	100.0%	243	100.0%	100.0%
Total NFIRS Incidents: ⁽¹⁾	248		254		276		347		356		389		366		320		257		262		308
% w/Land Use Tag ⁽²⁾	86.7%		87.4%		80.4%		80.4%		80.9%		86.4%		83.3%		90.9%		89.5%		92.7%		85.6%

Source: NFIRS Database, 2011 through 2020, excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Table A-2
Distribution of Staff Time by Land Use

Incident Type	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		Average % Distribution (2011-2020)
	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	Staff Time	Percent Distribution	
Single Family	234	36.9%	208	35.1%	171	36.1%	148	28.3%	162	31.0%	174	29.7%	213	34.2%	185	32.0%	158	33.7%	191	39.3%	33.7%
Multi-Family	27	4.3%	88	14.8%	85	17.9%	73	14.0%	107	20.5%	128	21.8%	78	12.5%	89	15.4%	84	17.9%	88	18.1%	15.4%
Commercial	169	26.7%	195	32.9%	162	34.2%	244	46.7%	216	41.3%	192	32.8%	256	41.2%	215	37.2%	176	37.5%	183	37.7%	36.6%
Industrial/Warehouse	10	1.6%	7	1.2%	10	2.1%	10	1.9%	10	1.9%	13	2.2%	12	1.9%	8	1.4%	26	5.5%	17	3.5%	2.2%
Government	12	1.9%	14	2.4%	24	5.1%	22	4.2%	25	4.8%	47	8.0%	12	1.9%	5	0.9%	10	2.1%	1	0.2%	3.1%
Inst./Religious/Non-Profit	6	0.9%	62	10.5%	5	1.1%	5	1.0%	1	0.2%	8	1.4%	3	0.5%	3	0.5%	0	0.0%	3	0.6%	1.7%
Vacant Land	124	19.6%	16	2.7%	11	2.3%	11	2.1%	1	0.2%	22	3.8%	6	1.0%	47	8.1%	9	1.9%	3	0.6%	4.6%
Agricultural	52	8.2%	3	0.5%	6	1.3%	10	1.9%	1	0.2%	2	0.3%	42	6.8%	26	4.5%	6	1.3%	0	0.0%	2.7%
Total	634	100.0%	593	100.0%	474	100.0%	523	100.0%	523	100.0%	586	100.0%	622	100.0%	578	100.0%	469	100.0%	486	100.0%	100.0%

Source: NFIRS Database (Lake City), 2011 through 2020, excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Staff time by land use is calculated by multiplying the average duration of incidents by the average number of staff at each incident

Table A-3
Distribution of Vehicle Time by Land Use

Incident Type	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		Average % Distribution (2011-2020)
	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	Vehicle Time	Percent Distribution	
Single Family	109	31.4%	95	29.3%	93	33.1%	95	28.4%	102	30.9%	98	27.7%	103	32.0%	84	29.2%	72	32.0%	98	39.8%	31.1%
Multi-Family	15	4.3%	49	15.1%	53	18.9%	47	14.1%	68	20.6%	79	22.3%	40	12.4%	41	14.2%	41	18.2%	44	17.9%	15.6%
Commercial	101	29.1%	119	36.7%	101	35.9%	153	45.8%	136	41.2%	116	32.8%	136	42.2%	113	39.2%	85	37.8%	92	37.4%	37.8%
Industrial/Warehouse	6	1.7%	4	1.2%	6	2.1%	6	1.8%	6	1.8%	8	2.3%	6	1.9%	4	1.4%	14	6.2%	8	3.3%	2.2%
Government	7	2.0%	9	2.8%	14	5.0%	16	4.8%	15	4.5%	30	8.5%	6	1.9%	3	1.0%	6	2.7%	1	0.4%	3.5%
Inst./Religious/Non-Profit	4	1.2%	36	11.1%	3	1.1%	4	1.2%	1	0.3%	5	1.4%	1	0.3%	2	0.7%	0	0.0%	1	0.4%	1.9%
Vacant Land	74	21.3%	10	3.1%	7	2.5%	7	2.1%	1	0.3%	16	4.5%	4	1.2%	24	8.3%	5	2.2%	2	0.8%	4.9%
Agricultural	31	8.9%	2	0.6%	4	1.4%	6	1.8%	1	0.3%	2	0.6%	26	8.1%	17	5.9%	2	0.9%	0	0.0%	3.0%
Total	347	100.0%	324	100.0%	281	100.0%	334	100.0%	330	100.0%	354	100.0%	322	100.0%	288	100.0%	225	100.0%	246	100.0%	100.0%

Source: NFIRS Database (Lake City), 2011 through 2020, excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Vehicle time by land use is calculated by multiplying the average duration of incidents by the average number of vehicles at each incident

Table A-4

Distribution of Total Resources by Land Use

Incident Type	2011		2012		2013		2014		2015		2016		2017		2018		2019		2020		Average % Distribution (2011-2020)
	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	Total Resources	Percent Distribution	
Single Family	343	35.0%	303	33.0%	264	35.0%	243	28.4%	264	30.9%	272	28.9%	316	33.5%	269	31.1%	230	33.1%	289	39.5%	32.7%
Multi-Family	42	4.3%	137	14.9%	138	18.3%	120	14.0%	175	20.5%	207	22.0%	118	12.5%	130	15.0%	125	18.0%	132	18.0%	15.5%
Commercial	270	27.5%	314	34.2%	263	34.8%	397	46.3%	352	41.3%	308	32.8%	392	41.5%	328	37.9%	261	37.6%	275	37.6%	37.0%
Industrial/Warehouse	16	1.6%	11	1.2%	16	2.1%	16	1.9%	16	1.9%	21	2.2%	18	1.9%	12	1.4%	40	5.8%	25	3.4%	2.2%
Government	19	1.9%	23	2.5%	38	5.0%	38	4.4%	40	4.7%	77	8.2%	18	1.9%	8	0.9%	16	2.3%	2	0.3%	3.3%
Inst./Religious/Non-Profit	10	1.0%	98	10.7%	8	1.1%	9	1.1%	2	0.2%	13	1.4%	4	0.4%	5	0.6%	0	0.0%	4	0.5%	1.8%
Vacant Land	198	20.2%	26	2.8%	18	2.4%	18	2.1%	2	0.2%	38	4.0%	10	1.1%	71	8.2%	14	2.0%	5	0.7%	4.7%
Agricultural	83	8.5%	5	0.5%	10	1.3%	16	1.9%	2	0.2%	4	0.4%	68	7.2%	43	5.0%	8	1.2%	0	0.0%	2.8%
Total	981	100.0%	917	100.0%	755	100.0%	857	100.0%	853	100.0%	940	100.0%	944	100.0%	866	100.0%	694	100.0%	732	100.0%	100.0%

Source: NFIRS Database (Lake City), 2011 through 2020, excluding single alarm incidents and incidents with missing duration, personnel, and/or apparatus data

Note: Total resources are calculated as the sum of total staff time and total vehicle time

Appendix B

Rate Category Classification Tables

Appendix B

This appendix documents the grouping of NFIRS land uses into five categories that are on the City's assessment schedule, as shown in **Table B-1**. In addition, **Table B-2** presents the Department of Revenue (DOR) codes for primary land use categories based on the classifications used by the Columbia County Tax Collector.

Table B-1 NFIRS Fire Incident Property Codes			
NFIRS	Main Category	Description	Subgrouping
000	Property Use Other	Other	n/a
00	Other	Other	n/a
0	Vacant	Other	Vacant Land
100	Assembly	Assembly, other	Commercial
110	Assembly	Fixed-use recreation places, other	Commercial
111	Assembly	Bowling establishment	Commercial
112	Assembly	Billiard center, pool hall	Commercial
113	Assembly	Electronic amusement center	Commercial
114	Assembly	Ice rink: indoor, outdoor	Commercial
115	Assembly	Roller rink: indoor or outdoor	Commercial
116	Assembly	Swimming facility	Commercial
120	Assembly	Variable-use amusement, recreation places, other	Commercial
121	Assembly	Ballroom, gymnasium	Commercial
122	Assembly	Convention center, exhibition hall	Commercial
123	Assembly	Stadium, arena	Commercial
124	Assembly	Playground	Government
129	Assembly	Amusement center, indoor/outdoor	Commercial
130	Assembly	Places of worship, funeral parlors, other	Institutional/Religious/Non-Profit
131	Assembly	Church, mosque, synagogue, temple, chapel	Institutional/Religious/Non-Profit
134	Assembly	Funeral parlor	Commercial
140	Assembly	Clubs, other	Commercial
141	Assembly	Athletic/health club	Commercial
142	Assembly	Clubhouse	Commercial
143	Assembly	Yacht club	Commercial
144	Assembly	Casino, gambling clubs	Commercial
150	Assembly	Public or government, other	Government
151	Assembly	Library	Government
152	Assembly	Museum	Commercial
154	Assembly	Memorial structure, including monuments and statues	Vacant Land
155	Assembly	Courthouse	Government
160	Assembly	Eating, drinking places, other	Commercial
161	Assembly	Restaurant or cafeteria	Commercial
162	Assembly	Bar or nightclub	Commercial
171	Assembly	Airport passenger terminal	Commercial
173	Assembly	Bus station	Commercial
174	Assembly	Rapid Transit	Commercial
180	Assembly	Studio/theater, other	Commercial
181	Assembly	Live performance theater	Commercial
182	Assembly	Auditorium, concert hall	Commercial
183	Assembly	Movie theater	Commercial
185	Assembly	Radio TV Studio	Commercial
186	Assembly	Film/movie production studio	Commercial
200	Educational	Educational, other	Commercial
210	Educational	Schools, non-adult, other	Commercial
211	Educational	Preschool	Commercial
213	Educational	Elementary school, including kindergarten	Government
215	Educational	High school/junior high school/middle school	Government
240	Educational	None	n/a
241	Educational	Adult education center, college classroom	Government
250	Educational	Day care, other (conversion only)	Institutional/Religious/Non-Profit
254	Educational	Day care, in commercial property	Commercial
255	Educational	Day care, in residence, licensed	Single Family
256	Educational	Day care, in residence, unlicensed	Single Family
300	Health Care, Detention & Correction	Health care, detention, & correction, other	Government
311	Health Care, Detention & Correction	24-hour care nursking homes, 4 or more persons	Commercial
321	Health Care, Detention & Correction	Mental retardation/development disability facility	Commercial
322	Health Care, Detention & Correction	Alcohol or substance abuse recovery center	Commercial
323	Health Care, Detention & Correction	Asylum, mental institution	Commercial
331	Health Care, Detention & Correction	Hospital - medical or psychiatric	Commercial
332	Health Care, Detention & Correction	Hospices	Commercial
340	Health Care, Detention & Correction	Clinics, doctors offices, hemodialysis ctr, other	Commercial
341	Health Care, Detention & Correction	Clinic, clinic-type infirmary	Commercial
342	Health Care, Detention & Correction	Doctor, dentist or oral surgeon office	Commercial
343	Health Care, Detention & Correction	Hemodialysis unit	Commercial
361	Health Care, Detention & Correction	Jail, prison (not juvenile)	Government
363	Health Care, Detention & Correction	Reformatory, juvenile detention center	Government
365	Health Care, Detention & Correction	Police station	Government
400	Residential	Residential, other	Single Family
419	Residential	1 or 2 family dwelling	Single Family
429	Residential	Multifamily dwelling	Multi-Family
439	Residential	Boarding/rooming house, residential hotels	Commercial
449	Residential	Hotel/motel, commercial	Hotel/Motel
459	Residential	Residential board and care	Commercial
460	Residential	Dormitory-type residence, other	Hotel/Motel
462	Residential	Sorority & Fraternity House	Hotel/Motel
464	Residential	Barracks, dormitory	Hotel/Motel
500	Mercantile, Business	Mercantile, business, other	Commercial
509	Mercantile, Business	None	Commercial
511	Mercantile, Business	Convenience store	Commercial
519	Mercantile, Business	Food and beverage sales, grocery store	Commercial
529	Mercantile, Business	Textile, wearing apparel sales	Commercial
539	Mercantile, Business	Household goods, sales, repairs	Commercial
549	Mercantile, Business	Special shop	Commercial
557	Mercantile, Business	Personal service, including barber and beauty shops	Commercial
559	Mercantile, Business	Recreational, hobby, home repair sales, pet store	Commercial
564	Mercantile, Business	Laundry, dry cleaning	Commercial

Table B-1 (continued)
NFIRS Fire Incident Property Codes

NFIRS	Main Category	Description	Subgrouping
569	Mercantile, Business	Professional supplies, services	Commercial
571	Mercantile, Business	Service station, gas station	Commercial
579	Mercantile, Business	Motor vehicle or boat sales, services, repair	Commercial
580	Mercantile, Business	General retail, other	Commercial
581	Mercantile, Business	Department or discount store	Commercial
592	Mercantile, Business	Bank	Commercial
593	Mercantile, Business	Office: veterinary or research	Commercial
596	Mercantile, Business	Post office or mailing firms	Commercial
599	Mercantile, Business	Business office	Commercial
600	Industrial, Utility, Defense, Ag, Mining	Ind., utility, defence, agriculture, mining, other	Industrial/Warehouse
610	Industrial, Utility, Defense, Ag, Mining	Energy production plant, other	Industrial/Warehouse
614	Industrial, Utility, Defense, Ag, Mining	Steam or heat-generating plant	Industrial/Warehouse
615	Industrial, Utility, Defense, Ag, Mining	Electric-generating plant	Industrial/Warehouse
629	Industrial, Utility, Defense, Ag, Mining	Laboratory or science laboratory	Commercial
631	Industrial, Utility, Defense, Ag, Mining	Defense, military installation	Government
632	Industrial, Utility, Defense, Ag, Mining	None	Industrial/Warehouse
635	Industrial, Utility, Defense, Ag, Mining	Computer center	Commercial
639	Industrial, Utility, Defense, Ag, Mining	Communications center	Commercial
640	Industrial, Utility, Defense, Ag, Mining	Utility or distribution system, other	Industrial/Warehouse
642	Industrial, Utility, Defense, Ag, Mining	Electrical distribution	Industrial/Warehouse
644	Industrial, Utility, Defense, Ag, Mining	Gas distribution, gas pipeline	Industrial/Warehouse
645	Industrial, Utility, Defense, Ag, Mining	Flammable liquid distribution, F.L. Pipeline	Industrial/Warehouse
647	Industrial, Utility, Defense, Ag, Mining	Water utility	Industrial/Warehouse
648	Industrial, Utility, Defense, Ag, Mining	Sanitation utility	Industrial/Warehouse
655	Industrial, Utility, Defense, Ag, Mining	Crops or orchard	Agricultural Land
659	Industrial, Utility, Defense, Ag, Mining	Livestock production	Agricultural Land
669	Industrial, Utility, Defense, Ag, Mining	Forest, timberland, woodland	Agricultural Land
679	Industrial, Utility, Defense, Ag, Mining	Mine, quarry	Industrial/Warehouse
700	Manufacturing, Processing	Manufacturing, processing	Industrial/Warehouse
800	Storage	Storage, other	Industrial/Warehouse
807	Storage	Outside material storage area	Industrial/Warehouse
808	Storage	Outbuilding or shed	Industrial/Warehouse
816	Storage	Grain elevator, silo	Industrial/Warehouse
819	Storage	Livestock, poultry storage	Industrial/Warehouse
839	Storage	Refridgerated storage	Industrial/Warehouse
849	Storage	Outside storage tank	Industrial/Warehouse
880	Storage	Vehicle storage, other	Commercial
881	Storage	Parking garage (Detached residential garage)	Commercial
882	Storage	Parking garage, general vehicle	Commercial
888	Storage	Fire station	Government
891	Storage	Warehouse	Industrial/Warehouse
898	Storage	Dock, marina, pier, wharf	Commercial
899	Storage	Residential or self-storage units	Commercial
900	Outside or Special Property	Outside or special property, other	Industrial/Warehouse
919	Outside or Special Property	Dump, sanitary landfill	Industrial/Warehouse
921	Outside or Special Property	Bridge, trestle	n/a
922	Outside or Special Property	Tunnel	n/a
926	Outside or Special Property	Outbuilding, protective shelter	Industrial/Warehouse
931	Outside or Special Property	Open land or field	Agricultural Land
935	Outside or Special Property	Campsite with utilities	Commercial
936	Outside or Special Property	Vacant lot	Agricultural Land
937	Outside or Special Property	Beach	n/a
938	Outside or Special Property	Graded and cared-for plots of land	Commercial
940	Outside or Special Property	Water area, other	n/a
941	Outside or Special Property	Open ocean, sea or tidal waters	n/a
946	Outside or Special Property	Lake, river, stream	n/a
951	Outside or Special Property	Railroad right-of-way	n/a
952	Outside or Special Property	Railroad yard	Vacant Land
960	Outside or Special Property	Street, other	n/a
961	Outside or Special Property	Highway or divided highway	n/a
962	Outside or Special Property	Residential street, road or residential driveway	n/a
963	Outside or Special Property	Street or road in commercial area	n/a
965	Outside or Special Property	Vehicle parking area	Vacant Land
972	Outside or Special Property	Aircraft runway	Vacant Land
973	Outside or Special Property	Aircraft taxiway	Vacant Land
974	Outside or Special Property	Aircraft loading area	Vacant Land
981	Outside or Special Property	Construction site	Vacant Land
982	Outside or Special Property	Oil or gas field	Vacant Land
983	Outside or Special Property	Pipeline, power line or other utility right-of-way	Vacant Land
984	Outside or Special Property	Industrial plant yard - area	Industrial/Warehouse
1500	Assembly	Public or Government, other	Institutional/Religious/Non-Profit
1501	Assembly	Public or Government, other	Institutional/Religious/Non-Profit
3230	Health Care, Detention & Correction	Asylum, mental institution	Institutional/Religious/Non-Profit
3231	Health Care, Detention & Correction	Asylum, mental institution	Institutional/Religious/Non-Profit
9600	Outside or Special Property	Street, other	n/a
9601	Outside or Special Property	Street, other	n/a
400M	Residential	Residential, other	Single Family
400R	Residential	Residential, other	Single Family
400V	Residential	Residential, other	Single Family
419M	Residential	1 or 2 family dwelling	Single Family
NNN	Outside or Special Property	None	n/a
UUU	Outside or Special Property	Undetermined	n/a

Table B-2
Department of Revenue Property Codes

DOR Code	Description	Fire Assessment Rate Category
0	Vacant	Vacant
100	Single Family Residential	Single Family
101	Single Family Res/SFR	Single Family
102	Single Family Res/MH	Single Family
107	Single Family Res/ACLF	Single Family
108	Single Family Res/Rent	Single Family
109	Single Family Res/Boarding House	Single Family
110	Single Family Res/Comm	Single Family
111	Single Family Res/Store	Single Family
117	Single Family Res/Office	Single Family
121	Single Family Res/Rest	Single Family
128	Single Family Residential/MH	Single Family
148	Single Family Res/Warehouse	Single Family
172	Single Family Res/Day Care	Single Family
200	Mobile Home	Single Family
201	Modular Home	Single Family
202	Mobile Home/MH	Single Family
217	Mobile Home/Office	Single Family
226	Mobile Home/Shop	Single Family
300	Multi-Family (10+ units)	Multi-Family
400	Townhouse/Condo	Multi-Family
700	Other Residential	Vacant
800	Multi-Family (1-10 units)	Multi-Family
801	Multi-Family/SFR	Multi-Family
802	Multi-Family/MH	Multi-Family
900	Res Common	Vacant
1000	Vacant Commercial	Vacant
1001	Other Commercial	Vacant
1010	Commercial, Acreage	Commercial
1100	Stores, 1	Commercial
1101	Stores/SFR	Commercial
1102	Stores/MH	Commercial
1111	Stores/Flea Market	Commercial
1117	Stores/Office	Commercial
1126	Convenience Store	Commercial
1200	Stores/Office	Commercial
1300	Department Stores	Commercial
1400	Supermarket	Commercial
1500	Regional Shopping	Commercial
1600	Community Store	Commercial
1700	Office Building	Commercial
1703	Office/Multi Family	Commercial
1800	Multi Story Office	Commercial
1900	Profession	Commercial
2000	Transit Terminals	Commercial
2100	Restaurant	Commercial
2200	Drive-In Restaurant	Commercial
2300	Financial	Commercial
2387	Financial Building/State	Commercial
2400	Insurance	Commercial
2500	Repair Service	Commercial
2501	Repair Service/SFR	Commercial
2502	Repair Service/MH	Commercial
2503	Boat Repair	Commercial
2525	Beauty Parlor	Commercial
2600	Service Station	Commercial
2601	Fuel Island	Commercial
2664	Car Wash	Commercial
2700	Vehicle Sales/Repair	Commercial
2702	Vehicle Sales/Repair & MH	Commercial
2710	Farm Machinery Sales/Svc	Commercial
2728	Vehicle Sales/Repair & MH Park	Commercial
2800	Parking Lot	Vacant
2801	Mobile Home Park	Single Family
2802	Mobile Home Park	Single Family
2828	Mobile Home Sales	Commercial
2900	Wholesale	Commercial
3000	Florist	Commercial
3200	Theatre/Auditorium	Commercial
3300	Nightclub	Commercial

Table B-2 (continued)
Department of Revenue Property Codes

DOR Code	Description	Fire Assessment Rate Category
3400	Bowling Alley	Commercial
3435	Gym/Fitness	Commercial
3437	Skating Park	Commercial
3500	Tourist Attraction	Commercial
3600	RV Park	Commercial
3601	RV Park	Commercial
3611	Campground	Commercial
3700	Race Track	Commercial
3800	Golf Course	Commercial
3900	Hotels/Motel	Hotel/Motel
3901	Hotel/Motel/SFR	Hotel/Motel
4000	Vacant Industrial	Vacant
4100	Light Manufacturing	Industrial/Warehouse
4200	Heavy Manufacturing	Industrial/Warehouse
4300	Lumber Yard	Industrial/Warehouse
4400	Packing Plant	Industrial/Warehouse
4600	Other Food	Industrial/Warehouse
4700	Mineral Processing	Industrial/Warehouse
4800	Warehouse/Storage	Industrial/Warehouse
4801	Warehouse/Storage	Industrial/Warehouse
4810	Distribution Warehouse	Industrial/Warehouse
4817	Storage	Industrial/Warehouse
4845	Warehouse/Recycle	Industrial/Warehouse
4849	Barn	Industrial/Warehouse
4900	Open Storage	Industrial/Warehouse
5000	Improved Agr	Agricultural
5010	Improved Agr/Commercial	Agricultural
5011	Improved Agr/Store	Agricultural
5017	Improved Agr/Office	Agricultural
5020	Improved Agr/Barn	Agricultural
5028	Improved Agr/MH/Parking	Agricultural
5048	Improved Agr/Warehouse	Agricultural
5200	Cropland	Agricultural
5400	Timberland (90+)	Agricultural
5500	Timberland (80-89)	Agricultural
5600	Timberland (70-79)	Agricultural
5610	Timberland/Commercial	Agricultural
5700	Timberland (60-69)	Agricultural
5800	Timberland (50-69)	Agricultural
5900	Timberland (unclassified)	Agricultural
6000	Pastureland 1	Agricultural
6100	Pastureland 2	Agricultural
6200	Pastureland 3	Agricultural
6600	Groves	Agricultural
6900	Ornamentals, Miscellaneous	Agricultural
7000	Vacant Institutional	Vacant
7100	Churches	Institutional/Religious/Non-Profit
7200	Private School/Daycare	Commercial
7300	Hospital, Private	Commercial
7400	Homes for the Aged	Commercial
7500	Non-Profit	Institutional/Religious/Non-Profit
7600	Mortuary/Cemetery	Commercial
7700	Clubs/Lodges	Commercial
7900	Cultutral Gathering	Commercial
8100	Military	Government
8200	Forest	Government
8300	Public School	Government
8500	Hospitals	Government
8600	County	Government
8700	State	Government
8800	Federal	Government
8900	Municipal	Government
9100	Utilities	Commercial
9300	Sub-Surface	n/a
9400	Rights-of-Way	n/a
9401	Hanger/Single Family Res	Residential
9410	Airstrip/Runway	n/a
9420	ROW (DOT)	n/a
9500	Rivers	n/a
9600	Wasteland/Dumps	Vacant

Table B-2 (continued)
Department of Revenue Property Codes

DOR Code	Description	Fire Assessment Rate Category
9601	Retention Area	Vacant
9602	Common Area	Vacant
9700	Recreation & Park Land	Vacant
9900	No Agriculture Acreage	Vacant
9901	AC/XFOB	Vacant