
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 20, 2024 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 5/20/2024: Item # 11; resolution added and item renumbered as #10.

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

Pledge of Allegiance

Invocation - Council Member James Carter

Roll Call

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

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

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

Proclamations - None

Approval of Agenda

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing

for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

1. Approval to re-allocate funds budgeted this fiscal year to purchase a used vacuum truck in the amount of \$378,000.00 and instead use part of the funds to purchase a bucket truck in the amount of \$225,577.09 from Nextran Truck Center for the Public Works Department.
2. City Council Resolution No. 2024-038 - A resolution of the City Council of the City of Lake City, Florida, approving those certain applications for grant funding; making certain findings of fact in support of the City approving said applications; providing for the implementation of the applications; repealing all prior resolutions in conflict; and providing an effective date.
3. City Council Resolution No. 2024-040 - A resolution of the City of Lake City, Florida, amending that certain Grant Agreement Number WGO44 between the City and the Florida Department of Environmental Protection; making certain findings of fact in support of the City amending said Grant Agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
4. City Council Resolution No. 2024-041 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Twelve pursuant to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional construction, engineering, and inspection services to evaluate the aeration system failure of the Saint Margarets sludge digester and causes thereof; providing for a proposed cost of \$5,000.00; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date.
5. City Council Resolution No. 2024-042 - A resolution of the City of Lake City, Florida, approving that certain stipulation for substitution of counsel in that legal action styled John Myers Amusements, LLC, versus the City of Lake City, Florida, et al (Case No. 23-521-CA, Third Judicial Circuit, Columbia County, Florida); making certain findings of fact in support of the City approving said stipulation; recognizing the authority of the Mayor to execute and bind the City to said stipulation; directing the Mayor to execute and bind the City to said

stipulation; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

- [6.](#) Northeast Florida League of Cities donation of \$500.00 to North Florida Center of Excellence, Inc. (Council Member Jake Hill, Jr.)

Old Business

Ordinances

Open Public Hearing

- [7.](#) City Council Ordinance No. 2024-2271 - (final reading) An ordinance of the City of Lake City, Florida, relating to compensation of the Mayor and members of the City Council; amending Article II Section 2-53 of the City Code of Ordinances; providing definitions; providing for compensation amounts; providing for procedures to adjust compensation amounts; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Passed on first reading on 4/15/2024

Close Public Hearing

Adopt City Council Ordinance No. 2024-2271 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances

Open Quasi-Judicial Hearing

- [8.](#) City Council Ordinance No. 2024-2284 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-03, 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. (JCP-VYP, LLC)

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

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

Clerk should take custody of exhibits.

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

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

Close Quasi-Judicial Hearing

Adopt City Council Ordinance No. 2024-2284 on first reading

Resolutions

- 9. City Council Resolution No. 2024-039 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Donnie L. Rosenthal for City Manager Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- 10. City Council Resolution No. 2024-044 - A resolution of the City of Lake City, Florida recognizing a need for the restoration and preservation of the City of Lake City City Hall in the City of Lake City, Florida; recognizing a need for financial assistance through grant funding to complete the restoration and

preservation of the City of Lake City City Hall; authorizing the City to apply for that certain State of Florida Department of State Historic Preservation Grant for grant funding in the amount of one million dollars in furtherance of restoration and preservation of the City of Lake City City Hall; recognizing said grant requires a twenty-five percent match from the City; directing the City's Finance Department to earmark and set aside funds in the amount of two hundred fifty thousand dollars as the City's required matching funds in the event the City is awarded said grant; making certain findings of fact in support of the City applying for said grant; recognizing the authority of the Mayor to execute such documents as are necessary to apply for said grant; directing the Mayor to execute said documents; repealing all prior resolutions in conflict; and providing and effective date.

Grant Program Specialist Dakota Braun will present this item.

Note: Please see attached City Council Workshop minutes from June 29, 2023 relating to City Hall

Other Items

- [11.](#) Discussion and Possible Action: ARPA Funds (Council Member Jake Hill, Jr.)
- [12.](#) Informational Purposes Only - March 2024 Invoice for Robinson, Kennon, & Kendron, P.A.

Departmental Administration - None

Comments by Council Members

Adjournment

YouTube Information

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

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

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

File Attachments for Item:

1. Approval to re-allocate funds budgeted this fiscal year to purchase a used vac-con truck in the amount of \$378,000.00 and instead use part of the funds to purchase a bucket truck in the amount of \$225,577.09 from Nextran Truck Center for the Public Works Department.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Bucket Truck

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director Steve Brown	Date 5/02/2024
Recommended Action: Re-allocate money to buy a Bucket Truck.		
Summary Explanation & Background: The Public Works Department had budgeted \$378,000.00 to buy a used Vac-Con Truck, however it was no longer available to purchase. In addition to a new Vac-Con Truck, Public Works also needed a Bucket Truck. Public Works would like to use the money approved for FY2024 budget for the purchase of the Vac-Con Truck to be re-allocated to purchase a Bucket Truck. The cost of the Bucket Truck is \$225,577.09 and would be purchased off the FSA23-VEH21.0 contract.		
Alternatives: Not re-allocate funds and put in FY2025 budget for both vehicles.		
Source of Funds: Account: 001.15.541-060.64 Capital Outlay Machinery & Equipment		
Financial Impact: \$225,577.09 for Bucket Truck, saving funds in the amount of \$152,422.91 out of FY2024 budget.		
Exhibits Attached: Nextran Bucket Truck Quote		

BUYER'S ORDER



Sold to: City of Lake City

Invoice Number:

Date: March 25, 2024

PO #:

Salesman: Robert Judkins

Make	Year	Model	Type	VIN NUMBER	Amount
Hino	2025	L7	New	TBD	\$ 225,577.09
Total Selling Price: \$					225,577.09

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA23-VEH21.0
Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2, Item 45

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
Base	L7	\$ 81,939.00
2003-020	Single Frame (RBM 1,933,200/Rail)	\$ 771.00
2831-0002	Engine Temp Shutdown	\$ 31.00
3750-001	Allison 3000RDS Trans	\$ 4,818.00
8551-002	Diff Lock	\$ 987.00
7369-002	Power Mirror	\$ 352.00
8320-002	Power Windows & Locks	\$ 475.00
8368-002	Fire Extinguisher	\$ 57.00
8371-002	Safety Triangles	\$ 55.00
Local Option	Altec LR8-60RM	\$ 136,092.09
TOTAL	PRICE	\$ 225,577.09

Sub Total: \$ 225,577.09

Insta Tag Fee: \$ -

Disposal Fee:

Tire Tax Credit

Sub Total: \$ 225,577.09

Altec Quote is Attached

P.O. AMOUNT DUE: \$ 225,577.09

P.O. #

Salesman Signature

Customer Signature

Our Service Manager is Phillip Russell
Our Parts Manager is James Bennett
Our Sales Manager is Bryan Sapp
Feel free to call if you need any assistance!

328 SW Ring Court, Lake City, FL 32025
Phone: 800-559-6225 Fax: 3867548925

3/25/2024 4:06 PM

File Attachments for Item:

2. City Council Resolution No. 2024-038 - A resolution of the City Council of the City of Lake City, Florida, approving those certain applications for grant funding; making certain findings of fact in support of the City approving said applications; providing for the implementation of the applications; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2024 - 038

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN APPLICATION FOR GRANT FUNDING; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID APPLICATION; PROVIDING FOR THE IMPLEMENTATION OF THE APPLICATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (the "City") from time-to-time makes available certain funds of the City for allocation to third parties via funding grants; and

WHEREAS, the City desires to adopt a uniform method of application for said grants; and

WHEREAS, the City has developed forms for application for said grants using online/internet media; and

WHEREAS, the City desires that the information sought in the Exhibit attached hereto be the information sought via online/internet media; and

WHEREAS, adopting a uniform method of application for submission of grant applications by online/internet media is in the public or community interest and for the public welfare; now therefore.

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

1. Adopting the uniform method of application for submission of grant applications submitted by online/internet media is in the public or community interest and for public welfare; and
2. In furtherance thereof, the grant application in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Manager is the officer of the City designated by the City's charter and ordinances to implement and execute the directives of the City Council; and
4. The City Manager is directed to implement the grant application process using the grant application in the form of the Exhibit attached hereto; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the

City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

The following items will be included in the Zoom Grant Application:

Application Information:

- Amount Requested up to \$10,000
- Reimbursement Program
- Matching Grant
- Limit one application per fiscal year

Required Items to be submitted:

- IRS Tax Exempt Certificate
- Current 501 (c)(3) certificate
- Copy of W-9 certificate for the organization (EIN #)
- Level 2 Background Screening (LCPD will administer)
- Pictures of programs to show outcome
- Receipts submitted to receive funds
- Cancelled Checks or credit card statements to receive funds (No Cash payments)
- Letter(s) of support from community leaders or business partners
- Total project cost
- Proposed budget worksheet
- Volunteer match contribution
- In kind contribution and cash match
- Prior year and current financial statement-full statement or balance sheet and PNL
- Letter(s) of intent for in kind and cash match contributions
- Estimates from vendors or websites-at least 3 estimates for expenses over \$250-unit cost.
- Notarized meeting minutes recording motion; vote, and approval to pursue Mayor's Matching Grant Program.
- Sign Disclaimer

Additional Requirements:

- Have no active projects in any Mayor's Matching Grant Program
- Ensure and provide proof dollar for dollar match of the City's award with a combination of cash, volunteer labor and/or in-kind goods and services.
- Submit project status reports and final report in a timely manner.
- Invoice the City in order to have matching funds dispersed after meeting all of the requirements.
- No delinquent property taxes owed

Categories for Grant Funding:

- Youth/Senior Services
- Educational Programs for Youth
- Neighborhood Crime and Safety
- Social Service
- Cultural
- Athletic
- Historical
- Veterans Services

Restrictions:

- Organizations that discriminate or exclude participants on the basis of race, color, creed, sex, sexual orientation, gender identity, age, national origin, religion, disability, or marital status.
- Third-party or “pass-through” nonprofit organizations or fiscal agents
- Government agencies (but may associate with a government agency)
- Foundations whose sole purpose is fundraising, unless they directly deliver an eligible program
- Faith-based nonprofit organizations/programs, unless there is a non-faith-based service that is inclusive and available to all segments of the population
- National nonprofit organizations, unless dollars requested will remain in the city limits, impacts families who reside within the city limits and meets grant guidelines.
- funding or supplanting other City of Lake City services or programs
- appreciation gifts, plaques, or certificates for City staff or elected officials
- equipment purchases

Questions in Application:

Organization Name and information:

Applicants Name and Information:

CEO/Executive Director Information:

What year was the organization established?

What are the non-profit organization’s primary services and programs in the community?

Provide a brief description of the proposed project.

Provide a detailed description of the proposed project. Include a description of the identified need that the program will address.

What is the targeted population to be served?

How will you recruit and onboard program participants?

What is the timeline for the proposed program? Include the frequency and duration of sessions and/or activities.

Describe how volunteers will be recruited, trained and supported.

What is your organization's history and experience providing this type of program or service?

Do you have any partnerships with other organizations or businesses to provide this program? Please describe

What is the staffing plan for this program? Provide a brief description of primary staff and their qualifications.

Where will project activities take place? Please provide specific addresses for location(s). ALL grant-funded activities must take place within the city limits.

How many participants do you anticipate will participate in this project?

Provide at least two program performance measures that will be used to evaluate the program/project outcomes and impact (for example, "80% of children improved their teamwork skills based on pre-post surveys").

Do families pay a fee to participate? If yes, what is the fee?

Will any part of the grant being requested be used to assist families unable to pay? If yes, how much?

Grant requests may be approved for full or partial funding, If the organization receives partial funding, can the program still be implemented, and/or can additional dollars be raised?

Describe the proposed project or program, including the identified need that the program will address.

What is the timeline for implementing your project over the grant year?

Application Submissions:

Applications received one time per year. (subject to change)

If offered twice per year:

Applications received on or before March 31 will be reviewed for funding in the Spring cycle.

Applications received on or before September 28 will be reviewed for funding in the Fall cycle.

EXHIBIT

File Attachments for Item:

3. City Council Resolution No. 2024-040 - A resolution of the City of Lake City, Florida, amending that certain Grant Agreement Number WGO44 between the City and the Florida Department of Environmental Protection; making certain findings of fact in support of the City amending said Grant Agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

b

Meeting Date
5-20-2024

City of Lake City Report to Council

AGENDA	
Section	
Item No.	

SUBJECT:

DEP Grant WG044

DEPT. / OFFICE:

Originator: Brian Scott Director of Distribution/Collection		
City Manager Dee Johnson	Department Director Brian Scott of Distribution/Collection	Date 5/8/2024
Recommended Action: To allow the city to change the task allocation on grant WGO44- 47/75 Waster Improvement Project Phase 1		
Summary Explanation & Background: The city is not changing the grant amount for grant WG044, just the task allocation. We are asking to move money from the project management to the project's construction. The project management was budgeted for 150,000.00 and came in at 128,950.00. The construction part was budgeted for 1,258,566.00 and at 1,279,616.00 above what was budgeted 21,020.00 will be moved to the construction phase There will be no impact on the city.		
Alternatives: None		
Source of Funds: The funds will come DEP grant WG044		
Financial Impact: No impact on the city budget.		
Exhibits Attached:		

RESOLUTION NO 2024 - 040

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN GRANT AGREEMENT NUMBER WGO44 BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID GRANT AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") by vote of its City Council approved Resolution 2022-021 adopting the terms of a Grant Agreement between the City and the Florida Department of Environmental Protection (the "Agency"); and

WHEREAS, the Grant Agreement (the "Agreement") awarded the City \$1,408,566.00 in furtherance of improvements to construction of utilities at State Road 47 and interstate 75 Interchange (the "Project") in the City; and

WHEREAS, the City and the Agency desire to amend the Agreement pursuant to the terms and conditions in Amendment No. 1 (the "Amendment") attached as an Exhibit hereto; and

WHEREAS, it has been determined that allocation of funds for the Project need to be reallocated from the project management line item to the project construction line item; and

WHEREAS, completing the Project by amending the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Amending the Agreement to reallocate funds from the project management line item to the project construction line item in order to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work and the line item allocations of the Agreement and the Amendment provided such changes do not increase the total amount of grant funding.
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**DEP AGREEMENT NO. WG044
CHANGE ORDER NO. 1**

GRANTEE: City of Lake City

PROJECT TITLE: SR 47/ I-75 Wastewater Improvements Project Phase 1

DEP Agreement No. WG044 (Agreement) entered into on March 3, 2022, and previously amended, is hereby revised as follows:

WHEREAS, the Grantee has requested an update to the Grant Work Plan.

WHEREAS, the Grantee has requested a reallocation of the project budget.

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the parties agree as follows:

1. Section 8. of the Standard Grant Agreement is hereby revised to the following:

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	MYB6D4DLBJD9
Federal Award Date to Department:	03/11/2021
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	\$1,408,566.00
Federal Awarding Agency:	Department of the Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

2. Attachment 3-1, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. All other terms and conditions of the Agreement shall remain unchanged.

The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Brian Scott, Grantee's Grant Manager

By: _____
Mitch Holmes, Program Administrator

Date: _____

Date: _____

Cameron McMahan, DEP Grant Manager

EXHIBIT

ATTACHMENT 3-2 GRANT WORK PLAN

PROJECT TITLE: SR 47/ I-75 Wastewater Improvements Project Phase 1

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.126403, -82.661513).

PROJECT BACKGROUND: The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. The SR 47/I-75 Wastewater Improvements Project Phase 1 will provide nearby central sewer connectivity for residences and businesses near the SR 47/I-75 interchange. This project will allow for the decommissioning of existing septic systems in the area and conversion to centralized sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

PROJECT DESCRIPTION: The City of Lake City (Grantee) will construct sanitary sewer and gravity mains, two lift stations, two wastewater horizontal directional drills, new natural gas lines and two natural gas horizontal directional drills to fuel the backup generators for the lift stations, and restoration of existing roadways, driveways, sidewalks and landscaping.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct the new wastewater collection and transmission system and the natural gas distribution lines to the lift station backup generators in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026 to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to Grantee no later than December 31, 2026. The funds will no longer be available after that date.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,279,616.00	07/01/2021	07/31/2024
2	Project Management	Contractual Services	\$128,950.00	07/01/2021	07/31/2024
Total:			\$1,408,566.00		

File Attachments for Item:

4. City Council Resolution No. 2024-041 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number Twelve pursuant to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for professional construction, engineering, and inspection services to evaluate the aeration system failure of the Saint Margarets sludge digester and causes thereof; providing for a proposed cost of \$5,000.00; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Saint Margarets Digester Evaluation

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Dee Johnson	Department Director Cody Pridgeon	Date 5/8/24
Recommended Action: Accept Proposal from Mittauer & Associates		
Summary Explanation & Background: The aeration system for the Saint Margarets sludge digester has had multiple breakdowns since the installation in 2017. We have had two complete failures of the pumps that the vendors replaced free of charge. Each time the pump failed one digester was down for 4-6 months. We purchased a spare pump this year and while it was in shipment, we had another complete failure. We would like to hire Mittauer to evaluate the system to find out what is causing the failures so we can take corrective action.		
Alternatives: Not Approve		
Source of Funds: 410.74.536-030.31		
Financial Impact: \$5,000		
Exhibits Attached: 1) Proposal		

RESOLUTION NO 2024 - 041

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER TWELVE PURSUANT TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES TO EVALUATE THE AERATION SYSTEM FAILURE OF THE SAINT MARGARETS SLUDGE DIGESTER AND CAUSES THEREOF; PROVIDING FOR A PROPOSED COST OF \$5,000.00; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (“the “City”) and Mittauer & Associates, Inc. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2019-022 (the “Continuing Contract”); and

WHEREAS, the Vendor shall provide construction, engineering, and inspection services (the “Services”) to evaluate the aeration system for the Saint Margarets sludge digester to determine the cause of recent system failures so that corrective action may be taken (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number Twelve (the “Agreement”), a copy of which is attached as an Exhibit hereto; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

WHEREAS, approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

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

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER TWELVE
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC, A FLORIDA
CORPORATION,
FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
PERTAINING TO SAINT MARGARETS AERATION SYSTEM FAILURE**

THIS TASK ASSIGNMENT NUMBER TWELVE made and entered into this ____ day of May 2024, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for Construction, Engineering and Inspection services as authorized by City Council Resolution No. 2019-022.

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 Construction, Engineering, and Inspection services for the aeration system failure of Saint Margarets sludge digester.

D. The City desires to enter into this Task Assignment Number Twelve with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

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

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

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated May 7, 2024, received by the City from the Consultant consisting of a total of one (1) page and attached hereto as "Exhibit A" and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for the tasks identified in Exhibit A as each task is completed for a total projected cost not to exceed five thousand dollars (\$5,000.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be 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 any 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 any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment, 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 may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

Approved as to form and legality:

ATTEST:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Clay Martin
City Attorney

MITTAUER & ASSOCIATES, INC

By: _____
Its : _____



May 7, 2024

Mayor and City Council
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RE: Engineering Services Agreement
Evaluation of Digester Jet Aspiration System
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-12-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of the digester jet aspiration system at the St. Margarets WWTF in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall evaluate the City's digester jet aspiration system to determine the causes for multiple pump failures and recommend corrective action. The Engineer shall prepare a letter report summarizing his findings and recommendations.

CONDITIONS AND EXCLUSIONS

The Client shall provide copies of all available Client records as may be required for the Engineer to complete these services. The Engineer's scope of services does not include design related or permitting related services.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

Client shall pay the Engineer on an hourly not-to-exceed basis of \$5,000 for services rendered.

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.
President

JAM/TPN/pj

Accepted by
City of Lake City, Florida

By: _____
The Honorable Stephen Witt, Mayor

Date: _____

File Attachments for Item:

5. City Council Resolution No. 2024-042 - A resolution of the City of Lake City, Florida, approving that certain stipulation for substitution of counsel in that legal action styled John Myers Amusements, LLC, versus the City of Lake City, Florida, et al (Case No. 23-521-CA, Third Judicial Circuit, Columbia County, Florida); making certain findings of fact in support of the City approving said stipulation; recognizing the authority of the Mayor to execute and bind the City to said stipulation; directing the Mayor to execute and bind the City to said stipulation; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2024 - 042

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN STIPULATION FOR SUBSTITUTION OF COUNSEL IN THAT LEGAL ACTION STYLED JOHN MYERS AMUSEMENTS, LLC, VERSUS THE CITY OF LAKE CITY, FLORIDA, ET AL (CASE NO. 23-521-CA, THIRD JUDICIAL CIRCUIT, COLUMBIA COUNTY, FLORIDA); MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID STIPULATION; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID STIPULATION; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID STIPULATION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") was named as a defendant in that certain legal action styled John Myers Amusements, LLC, versus The City Of Lake City, Florida, et al (Case No. 23-521-CA, Third Judicial Circuit, Columbia County, Florida) (the "Legal Action"); and

WHEREAS, the City's prior City Attorney, Thomas J. Kennon III of the law firm Robinson, Kennon & Kendron, P.A. appeared on behalf of the City to represent the City's interests in the Legal Action; and

WHEREAS, Thomas J. Kennon III is no longer the City's City Attorney; and

WHEREAS, the law firm of Folds Walker, LLC is now the City's City Attorney; and

WHEREAS, Danielle C. Adams is an attorney associated with the law firm of Folds Walker, LLC; and

WHEREAS, said Danielle C. Adams seeks leave of court by stipulation to be substituted as legal counsel to represent the City's interests in the Legal Action; and

WHEREAS, it is necessary for the City as a named party in the Legal Action to consent to the referenced stipulation for substitution of counsel in the form attached as the Exhibit hereto; and

WHEREAS, the City desires to stipulate to the referenced substitution of counsel by adopting the terms of the stipulation for substitution of counsel in the form of the Exhibit attached hereto (the "Stipulation"); and

WHEREAS, stipulating to the substitution of counsel is in the public interest and in the interests of the City; now therefore

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

1. Stipulating to the substitution of counsel pursuant to the Stipulation is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Stipulation in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Stipulation; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Stipulation; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

IN THE CIRCUIT COURT, THIRD JUDICIAL CIRCUIT,
IN AND FOR COLUMBIA COUNTY, FLORIDA

CASE NO.: 23-521-CA

JOHN MYERS AMUSEMENTS, LLC
Plaintiff,

v.

THE CITY OF LAKE CITY, FLORIDA,
a municipal corporation; DR. ARGATHA
GILMORE, in her capacity as Chief of Police
of the City of Lake City, Florida; COLUMBIA
COUNTY, a subdivision of the State of Florida;
MARK HUNTER, in his capacity as Sheriff of
Columbia County, an agency of Columbia
County, Florida,
Defendants.

STIPULATION FOR SUBSTITUTION OF COUNSEL

COMES NOW, Danielle C. Adams, Esq. and Folds Walker, LLC, and Thomas J. Kennon, III, Esq. and Robinson, Kennon & Kendron, P.A. and pursuant to Florida Rule of Judicial Administration 2.505(e)(3) hereby enter into this Stipulation which would allow Danielle C. Adams, Esq. to be substituted as the attorney of record for the Defendant, the City of Lake City, Florida, in place of Thomas J. Kennon, III and Robinson, Kennon & Kendron, P.A.

Dated this ____ day of May 2024.

FOLDS WALKER, LLC

Danielle C. Adams, Esq.
Florida Bar No. 0844179
527 E. University Avenue
Gainesville, Florida 32601
Tel: (352) 372-1282
Email: Danielle@FoldsWalker.com

ROBINSON, KENNON & KENDRON, P.A.



Thomas J. Kennon, III, Esq.
Florida Bar No. 0844179
582 West Duval Street
Lake City, Florida 32056
Tel: (386) 755-1334
Email: tjk@rkkattorneys.com
alj@rkkattorneys.com

CONSENT

We hereby consent to the substitution of Danielle C. Adams, Esq. and Folds Walker, LLC in place of Thomas J. Kennon, III, Esq. and Robinson, Kennon & Kendron, P.A. as my attorneys of record.

Stephen Witt, Mayor for and on behalf of
The City of Lake City, Florida, Defendant

EXHIBIT

File Attachments for Item:

6. Northeast Florida League of Cities donation of \$500.00 to North Florida Center of Excellence, Inc. (Council Member Jake Hill, Jr.)

NORTHEAST FLORIDA LEAGUE OF CITIES

POST OFFICE BOX 262
PALATKA, FL 32178-0282
386-546-2993
neflc.exdir@gmail.com

Tax I.D. # 59-2560639

May 1, 2024

To Whom it ~~May~~ Concern: *Audrey,*

During regular session on April 18, 2024 the Board of Directors of the Northeast Florida League of Cities voted to approve the application submitted on behalf of your municipality for a \$500 donation to a qualified 501c3 non-profit agency in your community.

Instead of mailing the check directly to the applicant, I am mailing it to your attention in the event that your municipality would like to present this check during a public meeting. If not, just mail it to the organization at the address on the enclosed Letter of Award.

Many thanks for your continued support and membership in the Northeast Florida League of Cities!

Sincerely,

NORTHEAST FLORIDA LEAGUE OF CITIES

Betsy Jordan
Betsy Jordan, Executive Director

BJ/s

Enclosures

NORTHEAST FLORIDA LEAGUE OF CITIES

POST OFFICE BOX 262
PALATKA, FL 32178-0282
386-546-2993
neflc.exdir@gmail.com

Tax I.D. # 59-2560639

May 1, 2024

North Florida Center of Excellence, Inc.
ATTN: Gloria J. Bradley, Director
146 NW Flowers Place
Lake City, FL 32055

RE: Charitable Donation

Dear Ms. Bradley,

The Northeast Florida League of Cities Board of Directors is pleased to enclose its check in the amount of \$500.00 made payable to North Florida Center of Excellence, Inc. This is a **Charitable Donation** for your organization's benefit and use.

The application for this donation was submitted by Jake Hill, Director, Northeast Florida League of Cities, on behalf of the City of Lake City.

Sincerely,



Betsy Jordan, Executive Director
NORTHEAST FLORIDA LEAGUE OF CITIES

BJ/S

Enclosure: Check # 3261

File Attachments for Item:

7. City Council Ordinance No. 2024-2271 - (final reading) An ordinance of the City of Lake City, Florida, relating to compensation of the Mayor and members of the City Council; amending Article II Section 2-53 of the City Code of Ordinances; providing definitions; providing for compensation amounts; providing for procedures to adjust compensation amounts; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Passed on first reading on 4/15/2024

1 **CITY OF LAKE CITY, FLORIDA**

2 **ORDINANCE NUMBER 2024-2271**

3 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO**
4 **COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL;**
5 **AMENDING ARTICLE II SECTION 2-53 OF THE CITY CODE OF ORDINANCES;**
6 **PROVIDING DEFINITIONS; PROVIDING FOR COMPENSATION AMOUNTS;**
7 **PROVIDING FOR PROCEDURES TO ADJUST COMPENSATION AMOUNTS;**
8 **PROVIDING DIRECTION FOR CODIFICATION OF THIS ORDINANCE; REPEALING ALL**
9 **ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR**
10 **AN EFFECTIVE DATE**

11 **WHEREAS**, Chapter 2, Article II, Section 2-52 of the Code of Ordinances (the “Code”) of the City of Lake
12 City, Florida (the “City”) addresses the compensation of the mayor and councilmembers; and

13 **WHEREAS**, the Code presently provides for the passive adjustment of compensation of the mayor and
14 councilmembers without specific action of the City Council approving such adjustments in compensation;
15 and

16 **WHEREAS**, the City Council desires to amend the Code to require the City Council to affirmatively and
17 specifically approve any adjustment to compensation for councilmembers; and

18 **WHEREAS**, the City Council, being fully advised of the facts and circumstances listed above, hereby finds
19 and determines the following to be the appropriate means for adjusting the compensation of the mayor
20 and councilmembers:

21 **NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF LAKE CITY, FLORIDA:**

22 **SECTION 1. CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA IS**
23 **AMENDED AS FOLLOWS:**

24 **ARTICLE II. CITY COUNCIL**

25 . . .

26 **Sec. 2-53. Compensation of mayor and councilmembers**

27 (a) Definitions:

28 As used in this Section 2-53, unless the context otherwise requires, the term:

29 Councilmembers’ Baseline Compensation shall mean \$19,394.70.

30 Fiscal Year shall mean a twelve-month period beginning on the first day of October of a
31 calendar year and ending on the last day of September of the calendar year next to occur.

General Employee Wage Adjustment shall mean the change in wages, expressed as a percentage, applicable to all employees of the city which employees are not subject to a collective bargaining agreement, an employment contract, or an elected official.

Initial Fiscal Year shall mean the twelve-month period beginning on October 1, 2023 and ending on September 30, 2024.

Mayor's Baseline Compensation shall mean \$21,819.72.

~~(a)(b) The annual compensation paid to the mayor shall be \$9,540.00, and the annual compensation paid to each city councilmember shall be \$8,480.00. Such e~~In the Initial Fiscal Year, the mayor shall receive as compensation an amount equal to the Mayor's Baseline Compensation and the members of the city council shall receive as compensation an amount equal to the Councilmembers' Baseline Compensation. Compensation to the mayor and councilmembers shall be paid in 12 equal monthly payments~~installments on the same schedule as all employees of the city are paid. Such compensation shall be prorated on a per diem basis to reconcile annualized compensation amounts for a Fiscal Year with the commencement or termination of the term of office of the mayor or a councilmember as the case may be.~~

~~(b)(c) Commencing fiscal year October 1, 1989, the annual compensation provided for herein shall be adjusted annually by that same percentage adjustment in annual compensation granted to general employees of the city. On or before the last day of July of the Initial Fiscal Year and on or before the last day of July for each Fiscal Year thereafter, a change, if any, in the compensation of the mayor and/or the members of the city council for the Fiscal Year next to occur shall be made by resolution which resolution shall designate and fix the compensation of the mayor and members of the city council for the Fiscal Year next to occur.~~

~~(d) Should the mayor and city council not act to designate and fix the compensation of the mayor and city council as set forth in the foregoing paragraph (c), the compensation of the mayor and members of the city council shall remain unchanged for the Fiscal Year next to occur.~~

~~(e) Any increase in compensation, expressed as a percentage, of the mayor or the members of the city council commencing in a Fiscal Year may not exceed the General Employee Wage Adjustment applicable to such Fiscal Year.~~

SECTION 2. CODIFICATION

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

71 **SECTION 3. REPEAL OF ORDINANCES IN CONFLICT**

72 All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent they conflict with
73 this Ordinance, repealed.

74 **SECTION 4. PROVIDING FOR SEVERABILITY**

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

80 **SECTION 5. EFFECTIVE DATE**

81 This Ordinance shall be effective immediately upon passage.

82 **APPROVED, UPON THE FIRST READING**, by the City Council of the City of Lake City at a regular meeting,
83 on the ____ day of April, 2024.

84 **PUBLICLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk
85 of the City of Lake City, Florida on the ____ day of April, 2024.

86 **APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE**, by an affirmative vote of
87 a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting
88 this ____ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Proposed Ordinance 2024-2271

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO COMPENSATION OF THE MAYOR AND MEMBERS OF THE CITY COUNCIL; AMENDING ARTICLE II SECTION 2-53 OF THE CITY CODE OF ORDINANCES; PROVIDING DEFINITIONS; PROVIDING FOR COMPENSATION AMOUNTS; PROVIDING FOR PROCEDURES TO ADJUST COMPENSATION AMOUNTS; PROVIDING DIRECTION FOR CODIFICATION OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance, if adopted, would provide a “transparent” process by which the city council would consider adjustments to the salaries of the mayor and city council members in a public meeting.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If adopted, this ordinance would not impose any compliance costs, fees, charges, or regulatory costs on businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

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


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

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Chevella Young, Council Member	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Ricky Jernigan, Council Member	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
James Carter, 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

Record of Vote on Second and Final Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	_____	_____	_____	_____
Jake Hill, Jr., Council Member	_____	_____	_____	_____
James Carter, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

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

Prepared 5/6/2024

File Attachments for Item:

8. City Council Ordinance No. 2024-2284 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to petition No. ANX 24-03, 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. (JCP-VYP, LLC)

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

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

Clerk should take custody of exhibits.

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

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

ORDINANCE NO. 2024-2284

CITY OF LAKE CITY, FLORIDA

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION**
2 **NO. ANX 24-03, RELATING TO VOLUNTARY ANNEXATION; MAKING**
3 **FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA**
4 **COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS**
5 **TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE**
6 **BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY;**
7 **REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE**
8 **DATE.**

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

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

15 **WHEREAS**, the owner of certain real property more particularly described herein below, has petitioned
16 that the same be voluntarily annexed and incorporated into the boundaries of the City; now therefore,

17 **BE IT ENACTED** by the People of the City of Lake City, Florida:

18 **Section 1.** Pursuant to a petition, ANX 24-03, by JCP-VYP, LLC, the owner of real property, as described
19 below and depicted on Schedule "A": Location Map, attached hereto and incorporated as part of this
20 ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably
21 compact, has petitioned the City to have said real property annexed into the corporate boundaries of City.

22 Parcel Number: 36-3S-16-02631-000

23 A parcel of land lying in Section 36, Township 3 South, Range 16 East, Columbia County,
24 Florida. Being more particularly described as follows: COMMENCE AT THE NW CORNER
25 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 EAST,
26 COLUMBIA COUNTY, FLORIDA AND RUN THENCE N86°55'26"E, ALONG THE NORTH LINE
27 OF SAID NE 1/4 OF SE 1/4, 522.94 FEET TO A 4'X4' CONCRETE MONUMENT LABELED W.C.
28 HALE PLS #1519; THENCE S03°31'54"E, 330.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY
29 LINE OF NW REAL TERRACE; THENCE N56°01'50"E, ALONG SAID RIGHT-OF-WAY 214.39
30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N56°01'50"E, ALONG SAID RIGHT-
31 OF-WAY LINE, 646.75 FEET; THENCE S06°35'36"W, 410.96 FEET; THENCE N84°31'37"W,
32 491.43 FEET TO THE POINT OF BEGINNING.

33 PARCEL CONTAINS 2.32 ACRES, MORE OR LESS.

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

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

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

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

45 **Section 6.** Annexation. The real property, described in Section 1 above, shall continue to be classified as
46 follows: COMMERCIAL under the land use classifications as designated on the Future Land Use Plan Map of the
47 County Comprehensive Plan and classified as COMMERCIAL INTENSIVE (CI) under the zoning districts as
48 designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or
49 amended by appropriate ordinance of the City.

50 **Section 7.** Effective January 1, 2025, all real property lying within the boundaries of the City, as hereby
51 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general
52 and special assessments.

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

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

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

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

72 **Section 11. Conflict.** All ordinances or portions of ordinances in conflict with this ordinance are hereby

73 repealed to the extent of such conflict.

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

75 **Section 13. Authority.** This ordinance is adopted pursuant to the authority granted by Section 166.021,
76 Florida Statutes, as amended, and Sections 171.011 through 171.094, Florida Statutes, as amended.

77 NOTICE TO BOARD OF COUNTY COMMISSIONERS, transmitted by certified letter, by the City Clerk of the
78 City of Lake City, on the 15th day of March, 2024.

79 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City
80 Clerk of the City of Lake City, Florida on the 28th day of March, 2024 and on the 4th day of April, 2024.

81 PASSED UPON FIRST READING on the ____ day of May 2024.

82 PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City
83 Clerk of the City of Lake City, Florida on the ____ day of _____, 2024.

84 PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum
85 present and voting, by the City Council this ____ day of _____ 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

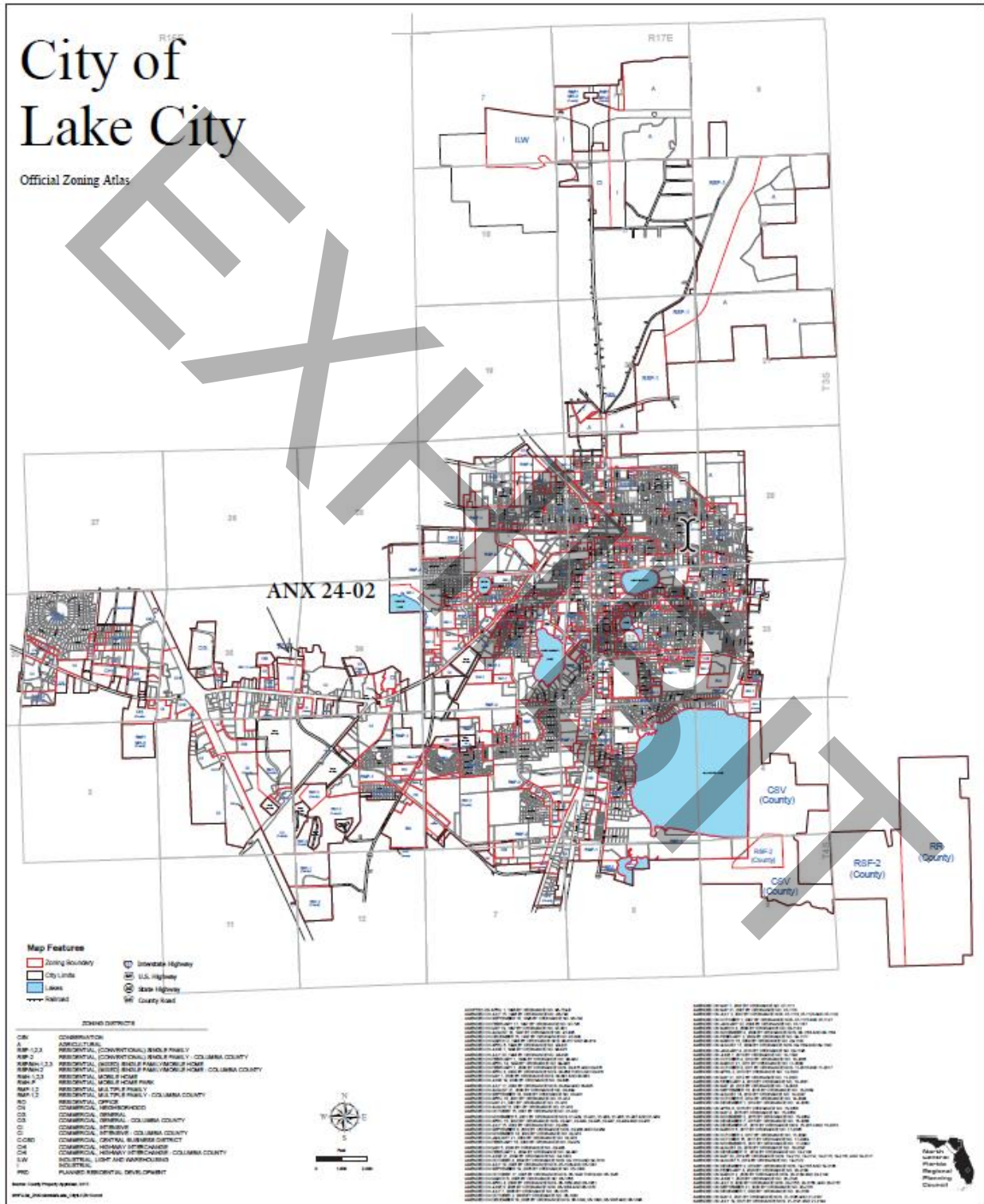
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

86

Schedule A; Location Map



87

File Attachments for Item:

9. City Council Resolution No. 2024-039 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Donnie L. Rosenthal for City Manager Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2024 - 039

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND DONNIE L. ROSENTHAL FOR CITY MANAGER SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) solicited applications and résumés for the position of City Manager, a Charter-level position of the City (the “Position”); and

WHEREAS, multiple people submitted applications and/or résumés for the Position; and

WHEREAS, the City conducted a thorough process of interviewing and vetting those who expressed interest in the Position by their submission of applications and/or résumés; and

WHEREAS, Donnie L. Rosenthal (the “Prospective City Manager”) was selected to fill the Position; and

WHEREAS, the City Council directed the City Attorney to prepare a contract in conjunction with the Prospective City Manager to be presented to the City Council for consideration and possible adoption; and

WHEREAS, the City Attorney and the Prospective City Manager have prepared the contract attached as an Exhibit hereto (the “Agreement”) for consideration and adoption by the City Council; and

WHEREAS, the Prospective City Manager and the City desire to enter into the Agreement (the “Agreement”); and

WHEREAS, filling the Position by engaging the services of the Prospective City Manager is in the public interest and in the interests of the City; now therefore

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

1. Filling the Position by engaging the services of the Prospective City Manager on the terms as set forth in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

-
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
 4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
 5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
 6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this ____ day of May, 2024, by and between the City of Lake City, Florida, a Florida municipality, (hereinafter called "Employer") and Donnie L. Rosenthal, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term.

This Agreement shall remain in full force and effect from June 1, 2024 until terminated by the Employer or Employee as provided in Section 9, 10, or 11 of this Agreement.

Section 2: Duties and Authority.

- A. Employer agrees to employ Donnie L. Rosenthal as City Manager to perform the functions and duties specified in the charter and ordinances of the City of Lake City, Florida and to perform other legally permissible and proper duties and functions without interference, subject to the provisions of such charter and ordinances.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer, and shall comply with all lawful governing body directives; state and federal law; and Employer policies, rules, and ordinances as they exist or may hereafter be amended, adopted, or enacted.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer. "Employees" and/or "staff" of the Employer/organization shall include all employees and/or staff of the organization, whether contracted or otherwise, except the City Attorney and City Clerk who, like the Employee, are employed by, terminated by, and serve at the pleasure of the governing body.
- D. It shall also be the duty of the Employee to direct, assign, reassign, and evaluate all of the employees of the Employer consistent with policies, ordinances, the charter, and state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize, and arrange the staff of the Employer and to develop and establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, and state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, and state and federal law, except the Employee's resignation which must be accepted by the governing body.
- G. The Employee shall perform the duties of City Manager of the Employer with reasonable care, diligence, skill, and expertise.
- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- I. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's express written consent.

- J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body.
- K. The governing body, individually and collectively, shall refer in a timely manner to the Employee for study and/or appropriate action by the Employee all substantive criticisms, complaints, and suggestions called to their attention concerning the Employer and its organization, including, but not limited to, all substantive criticisms, complaints, and suggestions concerning the Employer/organization's employees, staff, activities, projects, policies, procedures, and initiatives.

Section 3: Compensation.

- A. Employer agrees to pay Employee an annual base salary of \$165,000.00, payable in installments at the same time the other employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. The Employer agrees to increase the compensation each year by at least the amount (expressed as a percentage) of any increase granted to other employees of the Employer, which employees are not subject to a collective bargaining agreement.
- D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.
- E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees (who are not subject to a collective bargaining agreement) of the Employer as provided by the Employer's policies, charter, ordinances, or personnel rules and regulations or other practices.
- F. Notwithstanding the foregoing, Employee shall not be entitled to contributions to the Florida Retirement System at Special Risk Class rates, nor be eligible for Special Risk Class benefits from the Florida Retirement System unless Employee is eligible as a member of a Special Risk Class as defined by Florida Statute.

Section 4: Health, Disability and Life Insurance Benefits.

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, and comprehensive medical insurance for the Employee and his dependents in such amounts which are, at a minimum, equal to that which is provided to all other employees of the City of Lake City, Florida.
- B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.
- C. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this Agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation, Sick, and Military Leave.

- A. Upon commencing employment, the Employee shall be credited with eighty (80) accrued sick leave hours and eighty (80) accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave at the highest rate provided or available to any other employees, under the same rules and provisions applicable to other employees.
- B. Upon commencing employment, the Employee shall have access to a bank of ninety (90) sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.
- C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, and whether for-cause, or not for-cause, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

Section 6: Automobile.

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile or sport utility vehicle.

Section 7: Retirement.

Subject to the provisions of Section 3, Paragraph F, the Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

Section 8: General Business Expenses.

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to reasonably and adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the Florida City and County Management Association Annual Conference, the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are reasonably necessary for the Employee's professional development and for the good of the Employer.
- D. Employer recognizes that certain expenses of a non-personal, but job related nature are incurred by Employee, and Employer agrees, subject to budgetary guidelines, to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the

Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. Subject to budgetary guidelines and constraints, 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. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a Microsoft Surface Pro 9 (5G capable) tablet, a laptop computer, software, internet connection at Employee's permanent residence, and/or mobile phone/personal digital assistant for business and such tablet, laptop computer, and mobile phone/personal digital assistant shall become the property of the Employee at the end of Employee's employment.

Section 9: Termination.

- A. For the purpose of this Agreement, termination pursuant to this Paragraph A will entitle Employee to the severance benefits set forth in Section 10, and such termination shall occur when:
 - 1. The majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.
 - 2. If the Employer, or the citizens of the City of Lake City via citizen initiative acts to amend any provisions of the City of Lake City charter or ordinances pertaining to the role, powers, duties, authority, responsibilities of the Employee's position or that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, 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.
 - 4. If the Employee resigns following an offer initiated by Employer and approved by a majority of the governing body, for the Employer to accept Employee's resignation, whether formal or informal, then the Employee may declare a termination as of the date of the suggestion.
 - 5. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 21.
- B. For the purpose of this Agreement, in the event of termination pursuant to this Paragraph B Employee is not entitled to the severance benefits set forth in Section 10, and such termination shall occur when a simple majority of the governing body votes to terminate Employee with cause at a duly authorized public meeting. Employee shall be given written notice setting forth any allegations substantiating cause for termination pursuant to this paragraph at least fifteen (15) days prior to the public meeting, by the member(s) of the governing body making such allegations. For the purposes of this Paragraph B, "cause" is defined as: (i) adjudication of guilt of any felony or crime (whether a felony or misdemeanor) involving dishonesty, moral turpitude, or misfeasance, malfeasance, or nonfeasance in the performance of duties, or (ii) misconduct as defined by Section 443.036(29), Florida Statutes,

or (iii) breach of this contract by Employee which breach shall remain uncured by Employee as provided in Section 9, Paragraph 5.

- C. For purposes of clarity, and not limitation, Employee shall cease to be an employee of the Employer on the effective date of the termination of Employee's employment, and such date shall not be later than the last day Employee renders to Employer the functions and duties set forth in Section 2, hereof.

Section 10: Severance.

- A. Severance shall be paid to the Employee when employment is terminated as such termination is defined in Section 9, Paragraph A.
- B. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twenty (20) weeks salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary as all other employees of Employer are paid, at the Employee's option. On the effective date of the termination of Employee's employment, and excepting the severance payment set forth in this paragraph and Employee's right to payment of leave as set forth in Section 5, Paragraph C, and Section 10, Paragraph C, Employer's liability for and obligation to provide, and Employee's continued right at the Employer's expense to accrue, benefits and perquisites as set forth in Section 3, Paragraph E, and Sections 4, 5, 6, and 7 shall cease.
- C. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays.
- D. If Employee elects to receive a lump-sum payment of severance, Employer shall transmit such payment to Employee on or before the thirtieth (30th) day following the effective date of Employee's termination of employment.
- E. Any determination by Employer concerning the Employer's obligation to pay benefits to Employee as set forth in this Section 10 may only be made by the governing body, which shall approve any such payments before such payments are disbursed.

Section 11: Resignation.

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days notice unless Employer and Employee agree otherwise. For clarification and not for purposes of limitation, a resignation pursuant to this Section 11 is not a termination of Employee's employment with Employer and does not entitle Employee to rights solely accruing to Employee as the result of termination as set forth in Section 9, Paragraph A.

Section 12: Performance Evaluation.

- A. Employer shall review the performance of employee in the sixth (6th) calendar month following the effective date hereof, and shall review the performance of the Employee in each month of June thereafter subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the

Employee within thirty (30) days of the initial formulary evaluation meeting.

- B. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- C. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five (5) years

Section 13: Hours of Work.

It is recognized the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities

Section 14: Ethical Commitments.

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising 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. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit

Section 15: Outside Activities.

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee, subject to the approval of the governing body, may elect to accept limited teaching, consulting or other business opportunities with the understanding such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Moving and Relocation Expenses.

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within three (3) months of employment, and thereafter to maintain residence within the corporate boundaries of the local government. Upon presentation of a statement or invoice for same to the Employer's chief finance officer, the Employer shall reimburse Employee in an amount not to exceed \$10,000.00 for reasonable relocation costs.

Section 18: Indemnification.

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless, and indemnify Employee against any obligation to pay money or perform or not perform any 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 attorneys 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, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as 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, wanton, or negligent conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee 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 duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 19: Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 20: Other Terms and Conditions of Employment.

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Lake City Charter, local ordinances or any other law.
- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other employees of the Employer as provided in the charter, ordinances, personnel rules and regulations, benefits guides, or by practice.

Section 21: Notices.

All notices and other communications hereunder will be in writing and will be deemed to have been duly given when delivered in person, by facsimile or email with answer back, by express or overnight mail delivered by a nationally recognized air courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to Employer:

City of Lake City, Florida

205 North Marion Avenue
Lake City, FL 32055
Attention: Mayor of the City of Lake City
Email Address:

With a copy to (which will not constitute notice):

Folds Walker, LLC
Attn: City of Lake City, City Attorney
527 East University Avenue
Gainesville, FL 32601
Attention: S. Scott Walker
Email Address:

if to Employee:

Don Rosenthal
6335 Cardinal Crest Drive
New Port Richey, FL 34655
E-mail Address: donnierosenthal63@gmail.com

With a copy to (which will not constitute notice):

Darrell Rosental
165 Orchard Avenue
Bolingbrook, Illinois
Attention: Don Rosenthal
E-mail Address: donnierosenthal63@gmail.com

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person will be deemed effective upon delivery. Any notice or communication sent by facsimile, email, or air courier will be deemed effective on the first Business Day at the place at which such notice or communication is received following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail will be deemed effective on the third Business Day at the place from which such notice or communication was mailed following the day on which such notice or communication was mailed.

Section 22: General Provisions.

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee 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 Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. **Effective Date.** This Agreement shall become effective on June 1, 2024.

- 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 Employer and Employee 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 Employer’s ordinance or Employer’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 Employer’s ordinances, or Employer’s rules and regulations or any such permissive law during the term of this Agreement.

DATED this _____ day of May, 2024.

EMPLOYEE:

EMPLOYER:

Donnie L. Rosenthal
Employee

Stephen M. Witt
Mayor

ATTEST:

Audrey Sikes
City Clerk

Approved as to form and content:

Clay Martin
City Attorney

ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2023. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2023.

The mission of ICMA is to advance professional local government through leadership, management, innovation, and ethics. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.

Tenet 2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities in order to uphold local government professionalism.

Tenet 3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their position and profession, the integrity of their local government, and in their responsibility to uphold the public trust.

Length of Service. For chief administrative/executive officers appointed by a governing body or elected official, a minimum of two years is considered necessary to render a professional service to the local government. In limited circumstances, it may be in the best interests of the local government and the member to separate before serving two years. Some examples include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or significant personal issues. It is the responsibility of an applicant for a position to understand conditions of employment, including expectations of service. Not understanding the terms of employment prior to accepting does not justify premature separation. For all members a short tenure should be the exception rather than a recurring experience, and members are expected to honor all conditions of employment with the organization.

Appointment Commitment. Members who accept an appointment to a position should report to that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time. However, once a member has accepted a formal offer of employment, that commitment is considered binding unless the employer makes fundamental changes in the negotiated terms of employment.

Credentials. A member's resume for employment or application for ICMA's Voluntary Credentialing Program shall completely and accurately reflect the member's education, work experience, and personal history. Omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a position should show professional respect for persons formerly holding the position, successors holding the position, or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report possible violations to ICMA. In reporting the possible violation, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members shall not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position that has an incumbent who has not announced his or her separation or been officially informed by the appointive entity that his or her services are to be terminated. Members should not initiate contact with representatives of the appointive entity. Members contacted by representatives of the appointive entity body regarding prospective interest in the position should decline to have a conversation until the incumbent's separation from employment is publicly known.

Relationships in the Workplace. Members should not engage in an intimate or romantic relationship with any elected official or board appointee, employee they report to, one they appoint and/or supervise, either directly or indirectly, within the organization.

This guideline does not restrict personal friendships, professional mentoring, or social interactions with employees, elected officials and Board appointees.

Influence. Members should conduct their professional and personal affairs in a manner that demonstrates that they cannot be improperly influenced in the performance of their official duties.

Conflicting Roles. Members who serve multiple roles – either within the local government

organization or externally – should avoid participating in matters that create either a conflict of interest or the perception of one. They should disclose any potential conflict to the governing body so that it can be managed appropriately.

Conduct Unbecoming. Members should treat people fairly, with dignity and respect and should not engage in, or condone bullying behavior, harassment, sexual harassment or discrimination on the basis of race, religion, national origin, age, disability, gender, gender identity, or sexual orientation.

Tenet 4. Serve the best interests of all community members.

GUIDELINES

Effects of Decisions. Members should inform the appropriate elected or appointed official(s) of a decision's anticipated effects on community members.

Promote Equity. Members should ensure fairness and impartiality in accessing programs and services and in the enforcement of laws and regulations. Members should assess and propose solutions to strive to eliminate disparities.

Tenet 5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.

Tenet 6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.

GUIDELINE

Engagement. Members should ensure community members can actively engage with their local government as well as eliminate barriers and support involvement of the community in the governance process.

Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Manage all personnel matters with fairness and impartiality.

GUIDELINE

Diversity and Inclusion. It is the member's responsibility to recruit, hire, promote, retain, train, and support a diverse workforce at all levels of the organization.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be

interpreted as speculation for quick profit should be avoided (see the guideline on “Confidential Information”). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member’s family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. In any instance where there is a conflict of interest, appearance of a conflict of interest, or personal financial gain of a member by virtue of a relationship with any individual, spouse/partner, group, agency, vendor or other entity, the member shall disclose the relationship to the organization. For example, if the member has a relative that works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the

member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

File Attachments for Item:

10. City Council Resolution No. 2024-044 - A resolution of the City of Lake City, Florida recognizing a need for the restoration and preservation of the City of Lake City City Hall in the City of Lake City, Florida; recognizing a need for financial assistance through grant funding to complete the restoration and preservation of the City of Lake City City Hall; authorizing the City to apply for that certain State of Florida Department of State Historic Preservation Grant for grant funding in the amount of one million dollars in furtherance of restoration and preservation of the City of Lake City City Hall; recognizing said grant requires a twenty-five percent match from the City; directing the City's Finance Department to earmark and set aside funds in the amount of two hundred fifty thousand dollars as the City's required matching funds in the event the City is awarded said grant; making certain findings of fact in support of the City applying for said grant; recognizing the authority of the Mayor to execute such documents as are necessary to apply for said grant; directing the Mayor to execute said documents; repealing all prior resolutions in conflict; and providing and effective date.

Grant Program Specialist Dakota Braun will present this item.

Note: Please see attached City Council Workshop minutes from June 29, 2023 relating to City Hall

MEETING DATE
5/20/2024

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: FL Dept of State Historic Preservation Grant – Renovations to City Hall

DEPT / OFFICE: Lake City Finance Department

Originator:
Grant Program Specialist – Dakota Braun

City Manager Interim City Manager D. Johnson	Department Director Angela Taylor-Moore	Date 5/10/2024
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Summary Explanation & Background:
 Allow the Lake City Finance Department to apply for and set aside contingent matching funds for the Florida Department of State Special Category grant, administered by the Division of Historical Resources. The Special Category grant provides up to \$1,000,000 for preservation, rehabilitation, or reconstruction of historic properties that are regularly open to the public. The Lake City city hall, constructed in 1911 and being located in a nationally recognized historic district, is a prime candidate to receive these funds for rehabilitation. Matching funds are normally 100% of Historic Preservation grant funds, but Lake City qualifies for a 75% match reduction, being in a Rural Area of Opportunity. This means that Lake City would only need to provide a 25% match, a maximum of \$250,000 to receive the full \$1,000,000 of grant funds. These funds would be used to shore up the brick façade on the exterior of the building, reinforce window openings, and level certain areas of the floors on the southwest side of the building. In order to apply for this grant, municipalities are required to formally set aside these funds, by means of an executed resolution, to be made available within 90 days after the start of the grant period, July 1st 2025. Use of these funds will be contingent upon grant approval by the FL Dept of State Division of Historical Resources and acceptance of the grant by the City of Lake City.

Alternatives:
Pay full price for restorations to City Hall or do not have restorations done.

Source of Funds:
ARPA Funds.

Financial Impact:
\$250,000 Contingent upon acceptance of the grant.

Exhibits Attached:
Special Category Grant application guidelines.

SPECIAL CATEGORY GRANT GUIDELINES

Application Open: April 1
Application Deadline: June 1
Grant Period: 24 months
(beginning July 1, year of appropriation)

Florida Department of State
Division of Historical Resources
Historic Preservation Grants Program
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250

Application Submission

Applications must be submitted on or before **June 1st, 5:00 PM (Eastern)**.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Name	Title	Email
Eric Case	Supervisor, Historic Preservation Grants Program	Eric.Case@dos.myflorida.com
DHR Grants Staff	Historic Preservation Grants Specialists	DHRGrants@dos.myflorida.com

These Guidelines are also available electronically at:

<http://dos.myflorida.com/historical/grants/special-category-grants/> and can be made available in alternative format.

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I. INTRODUCTION

The Department of State, Division of Historical Resources, provides State and Federal funds for historic preservation. The purpose of this program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic and archaeological resources, to assist major archaeological excavations or research projects and assist in the development and fabrication of major museum exhibits that will promote knowledge and appreciation of the history of Florida. The program does not fund operational support for historic preservation organizations. This program provides historic preservation grants on a competitive basis. The Legislature and Governor determine the amount appropriated annually for the program, and funding for all eligible applications is not guaranteed. These guidelines are supported under section 267.0617, Florida Statutes, and incorporated by reference into Rule 1A-39.001, Florida Administrative Code, and they detail the policies and requirements for the application and administration of the Special Category program grants.

II. TIMELINE

March	Announcement of application availability on Division website and via email.
April 1 – June 1	Application submission period. Division staff assistance and consultation available to applicants.
June 1	Applications due. Applications must be submitted on the DOS Grants System at dosgrants.com on or before this date.
June – September	Application review period and review meeting.
July 1 (Year of Appropriation)	Notification of Grant Award and grant details forms available.
September 30	Encumbrance of Funds deadline. Grantee must demonstrate the execution of a binding contract for at least a part of the scope of work.
October 31	First Project Progress Reports due for Special Category projects (Reporting Period: July – September, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.

January 31	Second Project Progress Reports due for Special Category projects (Reporting Period: October – December, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
April 30	Third Project Progress Reports due for Special Category projects (Reporting Period: January – March, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
July 31	Fourth Project Progress Reports due for Special Category projects (Reporting Period: April – June, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
October 31	Fifth Project Progress Reports due for Special Category projects (Reporting Period: July – September, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
January 31	Sixth Project Progress Reports due for Special Category projects (Reporting Period: October – December, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
April 30	Seventh Project Progress Reports due for Special Category projects (Reporting Period: January – March, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
May 30	Extension request deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period.
June 30 (Year 2)	Project Expiration Date. All grant and local matching funds must be expended by this date.
July 31	Final Reports due for Special Category projects (Reporting Period: April – June, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.

III. PROGRAM DESCRIPTION

1. The Division grants state funds to assist historic preservation activities authorized by Section 267.0617, F.S.
2. State funds consist of funds which have been appropriated by the Florida Legislature, made available from dedicated sources or contributed from any other public or private source.
3. State funds shall be used for historic preservation work approved by the Division and consistent with the applicable Preservation Standards of the Secretary of the Interior and Chapter 267 of the Florida Statutes.
4. To be eligible to apply to the Division for grant funding, an Applicant Organization must be a public entity governed by a county, municipality, school district, community college, college, university, or an agency of state government; or a Non-profit Organization. For Museum Exhibit projects, Applicant Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition, and interpretation of artifacts and other historical items related to Florida. The mission of the museum must relate directly to the history of Florida.
5. State-funded Development activities for historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades.
- 5.6. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery and installing minimal security lighting.

IV. ELIGIBILITY

All Applicant Organizations must meet the following requirements. **All** documentation must be provided by the application deadline.

1. Must **NOT** have multiple active Special Category projects under contract at one time. Special Category projects have a grant period of 24 months. Unless an Applicant Organization has a smaller project that will be completed in a single year, new applications should be submitted every other year. Subject to Legislative appropriation, Special Category recommendations approved by the Secretary of State will be funded top-down until the appropriation is depleted. Any Applicant Organization on the ranked list that has not completed a previously-funded Special Category project by July 1 of the year for which funds are appropriated will be passed over and the funds will be allocated to the next Applicant Organization on the list without an active Special Category project under contract. A previously funded project is considered complete when it has reached 100% completion as supported by contractor documentation, and the Division has received complete documentation to request a final grant payment.
2. **Must** have the required legal status.
3. Agree to comply with all application requirements:

- a) Complete the approved Scope of Work within the Grant Period;
 - b) Make activities and Historic Properties that are the subject of the Project open and accessible to all members of the public (see V.B. Accessibility and Non-Discrimination);
 - c) Match the grant amount requested, dollar for dollar, unless exempted from the full match requirement (see V.C. Request Amount and VI. Match Requirements); and
 - d) Include only allowable expenses in the Project Budget (see VII. Allowable Expenses and VIII. Non-Allowable Expenses);
 - e) Agree to comply with all legal and financial requirements as set forth in these Guidelines.
4. Agree to comply with all grant administration requirements, if funded:
 - a) Provide all information needed for the Grant Award Agreement;
 - b) Request approval for any changes to the Scope of Work and Project Budget of the awarded grant;
 - c) Submit timely and accurate reports;
 - d) Maintain complete and accurate grant records and if multiple grants from the Division are open at the same time, treat each grant as a separate, distinguishable Project;
 - e) Comply with the requirements of the Florida Single Audit Act (Section 215.97, (Florida Statutes) and any applicable federal audit requirements pursuant to 2 CFR 200 Subpart F-Audit Requirements; and
 - f) Credit the State of Florida and Division of Historical Resources for funding.
 5. Must **NOT** be in non-compliance status with any previously awarded Department grant.
 6. Must **NOT** owe the Department funds at the time of application in connection with a previous grant received from any division of the Department, for which the Applicant Organization has been notified of the Department's determination that a refund of grant funds is required.
 7. Have satisfied the administrative requirements of previous grants received from the Division or other divisions of the Department, including grants that may be open at the time of application, and be in compliance with all permits issued to the Applicant Organization and/or the proposed project directors and managers by the Bureau of Archaeological Research.
 8. Have ownership of the property for which grant funding is requested or have the written concurrence of the Property Owner. Except for projects involving acquisition or site-specific archaeological investigation, the owner must be a public entity or a Non-profit Organization. For the purposes of this program, an eligible Applicant Organization may lease state-owned land or building(s) or both.
 9. For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) **must** file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
 10. For Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and for Museum Exhibit projects, the Grantee (and the Property Owner, if not the Grantee) **must** execute and notarize a Preservation Agreement prior to release of funds. The Preservation Agreement shall require the Grantee and the Property Owner(s) to maintain the improvements or exhibit for a period of ten (10) years for Development projects and five (5) years for Museum Exhibit projects.
- [11. For Archaeological Research projects, a research design must be submitted for review and approval at the time of application. Research designs must meet the Preservation Standards and be approved by the Division for a project to be eligible for Special Category grant funding.](#)

- ~~11.12.~~ If the property is leased, **the lease agreement must be dated, signed, and submitted** at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.
- ~~12.13.~~ **Must** have appropriate **matching** funds and documentation at time of application submission.
- ~~13.14.~~ Must complete an online application form at <http://www.dosgrants.com> by the application deadline.
- ~~14.15.~~ The proposed Project **must** be consistent with the Special Category project type under which it is submitted and with the purpose of this grant program.
- ~~15.16.~~ All grant funding provided by the Special Category Grant Program must be utilized in accordance with the standards, as applicable to the specific project type, contained in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, effective September 29, 1983, <https://www.flrules.org/Gateway/reference.asp?No=Ref-08164>, which are incorporated by reference, and include:
- a) The Secretary of the Interior's Standards for the Treatment of Historic Properties;
 - b) The Secretary of the Interior's Standards for Archaeological Documentation;
 - c) The Secretary of the Interior's Standards for Historical Documentation;
 - d) The Secretary of the Interior's Standards for Architectural and Engineering Documentation; and
 - e) The Secretary of the Interior's Standards for Preservation Planning.
- ~~16.17.~~ Project oversight of museum exhibit projects funded by the Special Category Grant Program must be provided by a historian or archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for History or Archeology, which are set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation incorporated in paragraph 1A-39.001(7)(c), F.A.C.

A. Application Restrictions

1. An Applicant Organization may only submit one (1) Special Category grant application under a single application deadline for a particular application cycle. State agencies, county or city governments; or universities may submit single applications from more than one division or department under a single application cycle provided that those divisions or departments are separate and distinct budgetary units and provided that applications do not address the same facility, Project or site.
2. Applicant Organizations with projects funded with Federal funding or by the Legislature outside of the review of the Florida Historical Commission or Secretary of State are not eligible to receive Special Category grant support for the same Scope of Work activities from the Division within the same fiscal year in which Federal or Legislative funding is appropriated.
3. Historic Preservation projects do not fund Cultural Facility projects.
4. No organization may receive more than \$~~1.53~~ million in historic preservation Special Category grant funding from the Division during a consecutive 5 state fiscal year period.
5. State-funded Development activities for historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery and installing minimal security lighting.
6. For Museum Exhibit projects, Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition and interpretation of artifacts and

other historical items related to Florida. The mission of the museum must relate directly to the history of Florida.

7. Preparation of National Historic Landmark designation nominations shall not be allowable for Special Category grant funding.

B. Legal Status

To meet the legal status requirement, an Applicant Organization must be either a public entity or an active Florida nonprofit, tax exempt corporation as of the application deadline in accordance with section 267.0617(2), Florida Statutes.

C. Public Entity

A Florida local government, entity of state government, school district, community college, college or university. Private schools, private community colleges, private colleges and private universities are not public entities and must be nonprofit and tax exempt to meet the legal status requirement.

D. Nonprofit, Tax Exempt

1. A Florida organization that is incorporated as an active nonprofit Florida corporation, in accordance with Chapter 617, Florida Statutes. For nonprofit organizations outside of Florida, the nonprofit organization must be designated as tax exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at <https://www.guidestar.org/>.
2. The Division will verify that the applicant is registered, and in “active” status, with the Division of Corporations as of the application deadline. If the applicant is not registered and in “active” status with Corporations by the application deadline, the application will be deemed ineligible.
3. For more information on corporate status, visit <http://www.sunbiz.org> or call the Division of Corporations, profit and nonprofit information line at (850) 245-6052. To verify corporate status, you can review your corporate record online through the sunbiz.org document search tool.
4. For more information about tax exempt status, see Exemption Requirements - Section 501(c)(3) Organizations on the Internal Revenue Service website (<https://www.irs.gov/>).

E. Required Documentation

1. All applicants must provide a Unique Entity Identifier (UEI) number. This is an identification number required for doing business with the Federal Government. If you do not already have a UEI number, your organization can request a one at <https://sam.gov>
2. All applicants must provide a copy of the Substitute W-9 with the grant application. This can be found at <https://flvendor.myfloridacfo.com/>.

V. APPLICATION REQUIREMENTS

A. Grant Period

All proposed activity must take place within a 24-month Grant Period.

1. The grant period **start date** is July 1 of the state fiscal year in which requested grant funding is appropriated by the Florida Legislature.
2. The grant period **end date** is June 30 of the state fiscal year following the fiscal year in which requested grant funding is appropriated by the Florida Legislature, unless an end date extension is approved by the Division and a written contract extension is executed by both parties prior to the original end date of the Grant Award Agreement.

B. Accessibility and Non-Discrimination

The Division is committed to making the knowledge of history accessible to everyone, including:

- persons with disabilities;
- older adults;
- culturally and economically underserved populations; and
- minorities.

Organizations seeking support for activities are required to be open and accessible to all members of the public, consistent with all applicable state and federal laws. Organizations shall not discriminate on the basis of sex, race, color, national origin, religion, disability, age, pregnancy, handicap or marital status.

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities in employment, state and local government services, public accommodations, transportation and telecommunication. The ADA extends the requirements under Section 504 of the Rehabilitation Act of 1973, as amended, to all activities of state and local governments and places of public accommodations operated by private entities, including places of public display. The 504 Self Evaluation Workbook which can be used as a reference, and downloadable Disability Symbols can be found at <http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/>.

C. Special Category Grant Types and Request Amount

1. Special Category Grants may provide a maximum grant award amount of ~~\$500~~1,000,000. There is no minimum request amount.
2. Special Category Grant project types:
 - a) Development projects with the mission of Preservation, Restoration, Rehabilitation or Reconstruction of historic properties regularly open to the public, and site-specific planning required for these activities such as structural or condition assessment reports. Development

activities on historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery, and installing minimal security lighting;

- b) Archaeological Research projects, for ~~all phases of~~ Phase I, Phase II, and limited Phase III terrestrial and underwater fieldwork, analyses of findings and write-up, or to conduct collection research at established federal, state or public institutions. A well-defined, clear and concise research design that meets the Preservation Standards, must be submitted for review by the Division at the time of application;
- c) Museum Exhibit projects to aid Florida history museums in exhibit work, including research of exhibit content, exhibit design, fabrication and installation. Exhibits must be permanently affixed to the building. For Museum Exhibit projects, Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition, and interpretation of artifacts and other historical items related to Florida. The mission of the museum must relate directly to the history of Florida. Project oversight of museum exhibit projects funded by the Special Category Grant Program must be provided by a historian meeting the Secretary of the Interior's Professional Qualifications Standards for History, which are set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation incorporated in paragraph 1A-39.001(7)(c), F.A.C; and
- d) Acquisition of a single Historic Property or archaeological site, or group of Historic Properties or archaeological sites, in which all the resources have the same owner. For archaeological sites, an exception to the single owner provision may be made if the archaeological site extends on land that is contiguous, but owned by different property owners.

VI. MATCH

A. Match Requirements

1. All Applicant Organizations **must** provide ~~one dollar a~~ match in cash or In-kind Contributions (donated goods, property, or services) ~~for every dollar of 50% of the amount~~ requested from the Division, unless ~~exempted~~ reduced as described below. ~~This is called Match.~~ The total Project Budget includes Match (cash and In-kind Contributions) plus the request amount. All Match contributions, whether cash or In-kind Contributions, must be consistent with the Scope of Work ~~and must be,~~ essential to the implementation of the project, and allowable per these program guidelines.
2. Twenty-five percent (25%) of the total required Match must be cash-on-hand which must be documented at the time of application and reconfirmed and expended during the Grant Period.
3. No more than seventy-five percent (75%) of the total required Match may be non-monetary In-kind Contributions.

B. Match Reductions

Applicant Organizations can request a match reduction to twenty-five (25%) of the Grant Award amount in the following circumstances:

1. Projects located in REDI areas: The Rural Economic Development Initiative (REDI) recognizes rural or economically distressed counties and communities designated pursuant to sections 288.0656 and 288.06561, Florida Statutes, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity. You can find more information and a list of economically distressed counties and communities at <http://www.floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition>.

In recognition of the REDI designation, Applicant Organizations with projects located in REDI communities may request a reduction to the match requirements, UNLESS the grant applicants are state agencies, state colleges, or state universities.

Summary of Match Requirements	Required Match
Projects not located in REDI qualified counties or communities	1:1 <u>150%</u>
Projects located in REDI qualified counties or communities	25%
State agencies, state colleges or state universities. Organizations that are state agencies, state colleges or state universities must meet the full match requirement (1:1), regardless of project location.	1:1 <u>150%</u>

C. Cash Match

1. Cash-on-Hand (Liquid Assets): At least 25% of the total required Match amount must be cash-on-hand of the Applicant Organization at the time of the application, documented by bank statement(s), budget report(s), and/or bank letters showing sufficient restricted funds or a municipal or county resolution*. Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match.

***Municipalities and counties (public entities)** must submit an executed copy of an approved resolution by a city or county commission with the application materials. The resolution **must** include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution **must be dated and signed by an**

authorizing official. Funding, as indicated by the resolution, must be made available within 90 days of the start of the Grant Period.

2. Additional cash Match above the minimum 25% cash-on-hand may be anticipated at the time of application, but must be fully documented in the application and received and expended by the end of the Grant Period. The Match can be documented in the application as bank statement(s), budget report(s), and/or bank letters showing sufficient restricted funds or a municipal or county resolution, as well as irrevocable pledges of funds. The pledges must be from named donors, as documented by signed and dated letters, and must be auditable. Anonymous pledges shall not be accepted as match contributions.

D. In-kind Contributions (Donated Goods, Property, and Services) Match

1. Documented In-kind Contributions: No more than 75% of the total required Match may be In-kind Contributions. In-kind Contributions must be documented and itemized as irrevocable non-monetary pledge letters, letters of intent and/or invoices for future in-kind goods, property and/or services at the time of application, and the goods, property, and/or services must be received and utilized by the end of the Grant Period. In-kind Contributions from named donors must be documented by signed and dated letters, which must be auditable. Anonymous pledges shall not be accepted as match contributions.
2. The value of volunteer services may be calculated using the federal minimum wage or state minimum wage (whichever is higher), or professionals skilled in the service provided (such as a supplier donating construction materials services or an electrician providing pro bono work). For information on the current federal minimum wage, see the Wage and Hour Division of the US Department of Labor at <https://www.dol.gov/whd/minimumwage.htm>.
3. The value of all professionally skilled services used as In-kind Contributions must be documented in writing by the volunteer. The value of donated goods and property must also be documented. Records of such documentation must be available upon request.
4. The value of donated property will be accepted as a contribution to the required match, with the following conditions:
 - a) The donated property must be the Historic Property or archaeological site that is the subject of the project for which grant funds are requested.
 - b) Donation of the property must take place during the 2-year Grant Period beginning on July 1 of the year of appropriation.
 - c) Only the value of the historic building and its footprint or the portion of the property occupied by the archaeological site is eligible for contribution to the required match. This value must be based on a complete appraisal prepared by a Florida State Certified General Real Estate Appraiser.
 - d) Legal fees, taxes and other costs associated with the donation are not eligible match contributions.

E. Restrictions on Matching Funds

1. Funds that are for general operating expenses will not be acceptable as match.
2. Revenue from funding requested but not yet approved through local or state government appropriation processes will not be acceptable as match.
3. Revenue from grants that have not yet been awarded will not be acceptable as match.
4. Anticipated proceeds from fundraising activities will not be acceptable as match.
5. Fundraising costs will not be acceptable as match.
6. Legal fees or taxes will not be acceptable as match.
7. Matching funds will be designated only to the Scope of Work presented in this application and may not be used for other previous, current or future Division or Department of State grants.
8. Expenditures made prior to and following the Grant Period may not be used as match.
9. Loans may not be used as match. Equity may not be used as match.
10. State of Florida grant funds may not be used as match for this program.

F. Documenting Match

1. Organizations must have all Match complete and confirmed at the time of application and, if funded, must reconfirm Match at the time of Grant Award Agreement execution.
2. Documentation of matching funds can include:
 - a. Bank statement(s), budget report(s) that specifically identify match contribution to the project, and/or bank letters confirming cash-on-hand;
 - b. A resolution showing funds dedicated to the Scope of Work (limited to public entities);
 - c. Letters of intent to provide salaries/payroll expenditures of in-house staff as cash match, including a pay rate justification. This letter should include the number of hours to be donated and the rate at which they are donated;
 - d. Grant award letters from third parties (non-State);
 - e. Copies of irrevocable pledge letters; and
 - f. Letters of intent or invoices for future in-kind goods, property and/or services.

VII. ALLOWABLE EXPENSES

1. Allowable expenses must be:
 - a) not excluded by these Guidelines and approved by the Division;
 - b) necessary and reasonable for the performance of the Scope of Work;
 - c) specifically and clearly detailed in the Project Budget;
 - d) incurred or paid within the 2-year Grant Period beginning on July 1 of the year or appropriation; and
 - e) related to the selected project type, as described in Section V.C.2.

2. Only allowable expenses may be included in the Project Budget.
3. Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement are allowable expenses, provided that, in the aggregate, they do not exceed 5% of the grant award amount, whether allocated to grant expenditures, match contributions; or both.
4. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the **Department of Financial Services' Reference Guide for State Expenditures** (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

VIII. NON-ALLOWABLE EXPENSES

The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match. This is not intended to be an exhaustive list, and the Division may evaluate the allowability of all expenditures (grant or match) in accordance with applicable Federal and State statutes, regulations, these guidelines or the terms and conditions of the Grant Award Agreement. Non-allowable expenses will not be considered part of the Grant Award Agreement and cannot be incorporated or encompassed within any other allowable category. In the event that the Division identifies such, the Grantee must return any disbursed grant funds associated with non-allowable expenses and could lose eligibility for future grants.

- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
- b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
- c) Costs not consistent with the grant project type as described in section V.C.2. of the program guidelines and as selected in the application;
- d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
- e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
- f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm> or applicable industry standards;
- g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
- p) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- q) Accessibility improvements for Religious Properties;
- r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
- s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
- t) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
- u) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
- v) Equipment ~~(a) including:~~
 - i. Purchase of all equipment directly or indirectly related to the project, is non-allowable, even if such equipment is necessary for the completion of the project. Non-allowable equipment includes, but is not limited to, portable sound systems, specialty fixtures and equipment, visual display units, televisions, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations, anchors and other objects needed to operate boats and ships, pumps, jacks, and other tools unless specific prior approval has been granted by the Division ~~(b);~~
 - ii. If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting

the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region. Approved special equipment purchased with grant funds that cost more than \$5,000 and have a useful life of more than one year will be returned to the Department at the end of the grant period, prior to final payment

- ~~v)w)~~ w) Supplies that will not be consumed in use during the duration of this project;
- x) Maintenance of boats, cars, trailers or other vehicles;
- ~~w)y)~~ y) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
- ~~x)z)~~ z) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- ~~y)aa)~~ aa) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

IX. REVIEW CRITERIA AND SCORING

1. Applications that have not been determined ineligible by the Division and have not been withdrawn by the Applicant Organization shall be reviewed by the members of the Florida Historical Commission. The review will be based on the following ~~ten (10)~~ criteria.

Criteria 1: ~~Site or the Proposed Project~~Historic Significance

Historic significance, meaning beyond just the age of a resource, the relative importance of the property or site in connection with ~~prehistory or~~ historical events, developments, or ~~personalities~~individuals. This may also refer to the relative importance of the information that forms the basis of ~~the~~ proposed ~~museum~~ exhibit-

up to
~~10~~
points

- or archaeological project.

Criteria 2: Community Impact, Need, and Educational Potential

- Public good, including accessibility, educational potential, economic impact or any other public benefit resulting from the proposed Project.
- Need for the proposed project or activity, as it relates to the preservation of the history of Florida and/or its historical and archaeological resources. This may also refer to the need to update the ~~out-dated~~outdated information and/or design of a museum exhibit.
- Compatibility with statewide historic preservation priorities established by the Division. These priorities are subject to change annually depending on regional or statewide concerns (e.g., disasters such as fire, flooding or hurricane damage).

~~up to~~
~~10~~
points
30
Points

~~Appropriateness of the proposed project scope of work, budget, and timeline in relation to the property, site, resources, collections or information that forms the basis of the proposed project.~~ up to 10 points

Criteria 23: Organization, Administration, and Technical Ability

- ~~Administrative capability, as demonstrated in the application, including staffing, facilities and organization~~ financial resources adequate to complete the proposed project and meet the administrative requirements of the grant. up to 10 points
- Quality of application, including the availability of professional and technical services required to carry out the proposed project.
- Appropriateness of the proposed project scope of work, budget, and timeline in relation to the property, site, resources, collections or information that forms the basis of the proposed project. ~~Applicant administrative experience with previous or open grants awarded by the Division, other divisions of the Department of State, and other granting entities.~~

~~Financial resources adequate to meet grant match requirements and/or, as applicable, to carry project costs as necessary pending receipt of disbursements of grant funds or to cover project costs exceeding grant funds awarded.~~ up to 10 points

~~Consideration for and availability of professional and technical services required to carry out the proposed project, either within the Applicant Organization or as consultants/vendors.~~ up to 10 points

Criteria 3: Public Benefit

~~Compatibility with statewide historic preservation priorities established by the Division in the solicitation notice. These priorities are subject to change depending on regional or statewide concerns (e.g., disasters such as fire, flooding or hurricane damage). Further information about these priorities is is specified by the Division in the yearly solicitation notice.~~ up to 10 points

~~Educational potential or demonstration of value for enhancing the public awareness of Florida history, Florida historic sites and properties, the objectives of historic preservation and the application of historic preservation.~~ up to 10 points

~~Anticipated economic benefits, including direct impact on the local economy and the stimulation of additional private sector interest and investment in historic preservation projects.~~ up to 10 points

~~Public use or other public good, including benefit to underrepresented communities, resulting from the proposed project.~~

~~up to
10
points~~

2. The total possible number of points the Commission can award to an application is 100. The Commission's evaluation will be based on the information contained in the application, required attachments and support materials submitted with the application. The Commission's individual scores will be averaged to determine a final score for each application.
3. Applications must receive a minimum average score of **80 or higher** to be *recommended* for funding. Applications receiving an average score of 80 or higher will be recommended to the Secretary of State for review and approval and subsequent forwarding to the Florida Legislature for funding consideration.
4. Applications with a tied average score will be ranked by application submission number order (lowest to highest).

A. Review Process

1. Division staff will conduct a technical review to determine eligibility and prepare a staff content review report. Eligible applications will then be submitted to the Florida Historical Commission who serve as the grant review panel.
2. The Florida Historical Commission will evaluate each application on the review criteria and assign a score. Applications are ranked according to the average of scores assigned for each application.
3. The Florida Historical Commission approves the ranked list for submission to the Secretary of State.
4. The Division forwards the ranked list to the Secretary of State.
5. The Secretary of State reviews and approves the ranked list and submits it to the Legislature for funding consideration.

B. Staff Review

1. The technical review of applications verifies:
 - a) That the Applicant Organization has the correct **legal status** (public entity or nonprofit, tax-exempt, Florida Corporation). Note that for Development projects, the Property Owner (if not the Applicant Organization) must be a Non-profit Organization, state college or university, or agency of government.
 - b) That the Applicant Organization, if not the owner, has the permission of the Property Owner to conduct the proposed Project on the owner's property and the owner is in concurrence with the application and is a public entity or a Non-profit Organization, except for projects involving acquisition or site-specific archaeological investigation.
 - i. For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) **must** file a Restrictive Covenant on the property

with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.

- ii. For Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and for Museum Exhibit projects, the Grantee (and the Property Owner, if not the Grantee) **must** execute and notarize a Preservation Agreement prior to release of any grant funds. The Preservation Agreement shall require the Grantee and the Property Owner(s) to maintain the improvements or exhibit for a period of ten (10) years for Development projects and five (5) years for Museum Exhibit projects.
- c) That the proposed Project is consistent with selected project type and the purpose of the Special Category grant program.
- d) That the Project Budget does not include non-allowable expenses.
- e) That appropriate **matching** funds ratio has been identified and documentation has been provided.
- f) [That the research design submitted for Archaeological Research projects that meets the Preservation Standards and has been reviewed and approved by the Division.](#)
- g) All supporting documentation has been provided.

2. **Only documents that are provided in response to requests for clarification from staff will be considered after the application deadline.** If necessary, a request for information will be sent with a certain response deadline. Such requests will be made in writing to the Applicant Organization via the DOS Grants System online using the contact information provided in the application. These requests are to clarify the information already submitted in the application. Responses received after the established deadline will not be accepted and the application will be presented to the Florida Historical Commission by Division staff as submitted, along with staff recommendations on how to address the outstanding issues. Clarifications will become an official part of the application.

C. Information Provided to the Florida Historical Commission

1. The Division shall make available online electronic copies of the eligible applications (along with their support materials) to the Florida Historical Commission in sufficient time for its members to review all applications prior to the Florida Historical Commission convening a public meeting for the purpose of considering the applications for funding. Ineligible applications will not be reviewed by the Florida Historical Commission or discussed at the public meeting.
2. The Division shall also make available to the Florida Historical Commission a staff content review report on each eligible application that provides an assessment of the information provided in the grant application. The staff content review report will include:
 - a) A synopsis of the proposed Scope of Work;
 - b) An assessment of compliance of the proposed project with any applicable Preservation Standards;
 - c) Relevant concerns or issues with the application, including Applicant Organization responses to requests for information.
 - d) An assessment of the proposed Scope of Work and its appropriateness in regards to the property, site, resources, or collections that forms the basis of the proposed project, personnel and timeframe;

- e) An assessment of the proposed estimated budget including eligibility of claimed match contributions, with recommendations for any grant funding level adjustments that may be justified by the findings of the staff technical review. Examples of the need for such adjustment would be a recommendation to delete work related to non-allowable expenses, work not consistent with the applicable Preservation Standards or to reduce the grant award in an amount commensurate with inadequately documented or non-allowable match contributions; and
- f) Other information regarding the Applicant Organization and its compliance with previous Division grants, if relevant.

D. Florida Historical Commission Review of Applications

1. Members of the Florida Historical Commission serve as the grant review panel for the Special Category program. All Commission members must comply with the Standards of Conduct for Public Officers and Employees of Agencies as set forth in section 112.313 Florida Statutes, and voting conflict of interest laws as set forth in sections 112.3143 and 286.012 Florida Statutes.
2. Commissioners independently evaluate each application based on the review criteria detailed in these guidelines and are required to follow the Division's scoring instructions. After each panel member has evaluated the applications, there will be a public panel meeting to review, discuss, and score the applications.
3. Panel meetings are a public process and anyone can participate by attending in person or via online webinar. Participation instructions will be posted on the Florida Administrative Register (FAR) as a notice, on the Division's website and in the online grant system. The Division strongly encourages applicants to participate in the grant panel meeting, however it is not required. Participating in the panel process can be very helpful for those that intend to apply for future grants.
4. The Division Director, or the Director's designee, will serve as the panel Chair. Chairs do not vote on applications being reviewed. At the public meeting, the Florida Historical Commission shall score each eligible application reviewed for each of the aforementioned criteria. For each criterion the minimum score is zero and maximum score ten. As per the results of their review, discussion in the public meeting and scoring, the Commission members shall recommend, for each application, funding levels and any revisions of Scope of Work necessary to ensure compliance with these Guidelines. After all Florida Historical Commission members have finalized scoring of all applications, the Commissioners' scores will be averaged to create a priority ranking list. This ranking list will include all applications reviewed during the public meetings.
5. A typical Commission meeting will include the following:
 - a) Call to Order;
 - b) Introduction of Panelists and Staff;
 - c) Panel Instructions from the Chair (including purpose of and conduct of the meeting);
 - d) Technical Discussion of applications. For each application:
 - i. The Chair will announce the application number and applicant name;

- ii. Division staff will present the results of the staff content review for each application;
 - iii. Applicant representatives (no more than 2) may come forward to answer questions from the panel regarding the proposed project and application (NOTE: presentations are not allowed); and
 - iv. Panelists can update scores and written comments in the DOS Grants System online following discussion of each application;
- e) Application Scoring
- i. Time is allotted for panel to submit final scores and comments after conclusion of review for all eligible applications;
 - ii. DOS Grants System averages scores for each project to produce a funding list, ranked in order of total average score, highest to lowest; and
 - iii. Ranked funding list is read into the record and applications with a tied average score will be ranked by application submission number order (lowest to highest);
- f) Adoption of Recommended Funding List
- i. Panel Chair will request discussion and a vote on the approval and recommendation of the ranked funding list to the Secretary of State;
- g) Public Comment; and
- h) Adjournment.

E. Funding Process

1. Following the public meeting, the Division shall prepare a final priority list of all recommended applications with an associated level of funding for each, for review and approval by the Secretary of State. The Secretary may approve the list as submitted by the Florida Historical Commission. The approved list will be posted on the Division's webpage.
2. The Secretary of State will provide the Legislature with an approved list, ranked in order of total average score, with funding recommendations for all projects that received a total average score of 80 and above. The Legislature may use this list to make funding decisions.
3. Applications recommended for funding by the Florida Historical Commission and approved by the Secretary of State are not guaranteed funds. Funding for state Special Category Grants is contingent on an annual appropriation by the Florida Legislature and, in addition, is subject to veto by the Governor.
4. Grant funds shall be awarded in accordance with the final ranking list of the applications considered for grant assistance in a given funding cycle, unless otherwise provided by the Legislature. Special Category funds shall not be provided for projects which were not applied for, reviewed and recommended in accordance with procedures outlined in these Guidelines, unless otherwise provided by the Legislature.
5. Following legislative appropriation, any applicant on the ranked list that has not completed a previously-funded Special Category grant project by July 1 of the year for which funds are appropriated will be passed over and the funds will be allocated to the next grantee on the list without an active Special Category grant project under contract.
6. If reallocation of grant funds becomes necessary due to completion of a project at less than anticipated

cost or project cancellation during the Grant Period the Division will proceed as follows:

- a) The Director may increase the grant award amount for projects funded in the same grant cycle that received only a portion of the recommended funding amount; and
- b) If the funds available for reallocation exceed the amount needed to accomplish the objective of paragraph (a) above, after funding the projects in paragraph (a), the Director may allocate remaining additional funds to new grant awards in rank order at the recommended funding level for projects reviewed and scored in the same grant cycle but not funded because of insufficient funding.
- c) Any funds remaining in any grant allocation as a result of completion of a project at less than anticipated cost or project withdrawal or cancellation that are not reallocated in accordance with paragraph (a) or (b) above shall revert to the funding source from which the grant funds were appropriated.
- d) If additional grant funds become available during the grant year, the Director may increase grant awards, award new grants for applications reviewed by the Florida Historical Commission during the normal review processes or establish a special process for awarding such additional funds.

X. HOW TO APPLY

1. Applications must be submitted on the DOS Grants website at dosgrants.com.
2. All application information submitted to the Division is open for public inspection and subject to the Public Records Law (Chapter 119, Florida Statutes).

A. Application Form

1. The application form must be completed using the Division's online grant application and submitted online **by 5:00 pm ET** on the application deadline. Deadlines and a link to the application form are posted on the Division's website at <https://dos.myflorida.com/historical/grants/>.
2. At any time prior to the Special Category review and ranking public meetings, an Applicant Organization may opt to remove an application from further consideration for funding. Those applications will be labeled withdrawn and will not be discussed in the public meetings.

B. Support Materials

Support materials must be uploaded into the online grant application system. Attachments and support materials will not be accepted by any other method including email and fax, excluding Letters of Support.

C. Required Materials

Support materials are required documentation of eligibility. The required support materials for the Special Category program are:

1. Documentation of Non-profit Status (for Non-profit Organizations only): In-state corporate entities

must provide documentation of their active status as a Florida non-profit corporation with the Division of Corporations, Florida Department of State, which can be obtained at: <http://www.sunbiz.org> by searching the corporate name. Out-of-state corporate entities must include documentation from the Internal Revenue Service confirming that they are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

2. Substitute W9 form: Applicant Organizations must submit a copy of their Substitute W9 form (SW9), which can be obtained at the Department of Financial Services (DFS) Substitute W-9 website <https://flvendor.myfloridacfo.com>.
3. Documentation of Confirmed Match: An Applicant Organization shall provide current documentation of all match and this must meet the minimum match requirements outlined in these Guidelines. At a minimum, 25% of the match must be evidenced to be in the form of cash.
4. Letters of Support, Endorsement or Resolutions: If available at the time of application submission, the Applicant Organization shall provide a list that includes the following information for each letter of support, endorsement or resolution included in the application: name of author, type of communication (letter, petition, resolution, etc.) and organization represented (if applicable). All letters shall be scanned together and uploaded as a single file. Additional letters may be submitted directly to the Division but must be received one month prior to the public meeting where the Florida Historical Commission will review and score applications.
5. Photographs: All Applicant Organizations shall provide digital images as specified in the application instructions. For Acquisition and Development projects, minimum requirements include current photographs of all exterior elevations, principal interior spaces, significant architectural features, and the context the resource(s) exists within, if available, also provide historic photographs of the property.
6. Representative Image: A single representative image of the property or project to be used in the application review meeting shall be submitted by the Applicant Organization. The image should convey the theme or purpose of the proposed project, and the property or site should be represented in its current condition.
7. Proposed Project Team Support Documents: The Applicant Organization shall provide the curricula vitae/resumes of the proposed project team as listed in the application.
8. Architectural/Design Documents (for Development and Museum Exhibit projects only): If completed, the Applicant Organization shall provide architectural project schematics, construction documents, conditions reports or exhibit design documents.
9. Appraisal and Purchase Documents (for Acquisition projects only): In this attachment the Applicant Organization must include an appraisal(s), purchase agreement, title/owner search, certified land survey and archaeological survey report, if applicable. For Acquisition projects the maximum grant share shall not exceed the value of the property as determined by a complete appraisal prepared by a Florida State Certified General Real Estate Appraiser. If the appraisal exceeds \$500,000, a second appraisal must be obtained. In such case, the grant award shall not

exceed the average of the two appraisals. Only the purchase of the Historic Property or archaeological site is eligible for grant funding. All closing costs are the responsibility of the Grantee. In addition to the supporting documents required for all applications, the application must include the following:

- a. A copy of the complete appraisal prepared by a Florida State Certified General Real Estate Appraiser. Two appraisals are required if the first appraisal exceeds \$500,000;
- b. A copy of a title search;
- c. A copy of an executed option or purchase agreement;
- d. A copy of the certified land survey; and
- e. If applicable, a copy of the archaeological survey report substantiating the significance of the archaeological site proposed for acquisition.

10. Archaeological Supporting Documents (for Archaeological Research projects only): [Copies of a Research Design that meets the Preservation Standards is required at the time of application for all Archaeological Research projects. Additionally, provide copies of previous archaeological site reports or surveys of the property that is the subject of the proposed project, or reports of previous analyses of the material projected to be researched, shall be submitted from the Florida Master Site File and other known resources.](#) Curricula vitae for [the](#) principal investigator and other key personnel, if known, must also be provided. If [the](#) principal investigator has not yet been selected, a list of tasks or projected responsibilities must be submitted in place of the curriculum vitae.
11. Exhibit Supporting Documents (for Museum Exhibit projects only): The Application Organization shall include curricula vitae for all key project research and exhibit development personnel, if known. In the same manner, if objects are to be loaned from other institutions or individuals for exhibit, letters of confirmation from lending institutions must be provided.
12. Documentation of Need: An Applicant Organization should use this attachment to explain and document the need for the proposed project or activity, as it relates to the preservation of the history of Florida and/or its historical and archaeological resources, including any immediate threats to the historical property/ies, historic resources or materials, archaeological sites or historical information that is the subject of the proposed project.
13. Local Protection (for site specific projects only): Copies of any documents that provide local protection of the project site, if any currently exist, must be provided. This may include local protection ordinances, preservation or conservation agreements, protective or restrictive covenants; or maintenance agreements.
14. Owner Concurrence Letter (for site-specific projects only): Each Applicant Organization shall provide a letter that documents that the Applicant Organization has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. [Note For Development projects, the letter must include that the owner agrees to sign and record a Restrictive Covenant on the property. Note also](#) that, for Development projects, the owner must be a Non-profit Organization, state college or university or agency of government. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner

Concurrence Letter attachment to the application.

15. Optional Materials: An Applicant Organization may use this attachment to present additional documents not specifically requested by the Division that support the application. Such materials may include copies of National Register nominations, conditions assessments, newspaper articles or other documents that reflect the historical significance of the resource, highlight its historic characteristics, its public use or so on.

D. Restrictive Covenants

For Special Category Grant projects involving acquisition of or improvement to Real Property, the Grantee and the Property Owner(s) shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to ~~final~~ release of grant funds ~~and close out of the project~~. This Restrictive Covenants form is available on the Division's website

<http://www.dos.myflorida.com/historical/grants/special-category-grants/> and at the Department grants online system <http://www.dosgrants.com>.

1. The Restrictive Covenant shall include the following provisions:
 - a) The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property and for twenty (20) years for acquisition projects.
 - b) The Grantee and Property Owner(s) shall permit the Division to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c) The Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d) The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Division.
 - e) The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

- ii. Amortization Schedule for Acquisition projects:
If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).

f) Other provisions as agreed upon by the Division and the Grantee.

E. Preservation Agreement

1. For Special Category Grant Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and Museum Exhibit projects, the Grantee shall execute and notarize a Preservation Agreement. The Document shall be executed and notarized prior to ~~final~~ release of grant funds ~~and close-out of the project~~. The Preservation Agreement for these types of projects shall require the Grantee and the Property Owner(s) to follow the terms for ten (10) years for Development projects and five (5) years for Museum Exhibit projects. The Preservation Agreement form is incorporated by reference and is available on the Division's web site <http://www.dos.myflorida.com/historical/grants/special-category-grants/> and at the Department grants online system <http://www.dosgrants.com>.
2. The Preservation Agreement shall include the following provisions:
 - a) The Grantee shall assume the cost of the continued maintenance and repair of the exhibit or of the property so as to preserve the architectural or historical integrity of the same.
 - b) The Grantee agrees that no visual or structural alterations will be made to the exhibit or the property without prior written permission of the Division.
 - c) The Division, its agents and designees shall have the right to inspect the exhibit or property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.
 - d) The Preservation Agreement shall contain requirements for the repayment of grant funds, should the Grantee or Property Owners or their successors in interest violate the Preservation Agreement.
 - e) Other provisions as agreed upon by the Division and the Grantee.

XI. GRANT AWARD AGREEMENT

1. All grant awards which have been approved in accordance with these Guidelines and authorized by the Legislature and Governor shall be formalized through a Grant Award Agreement by which the Grantee enters into a contract with the State of Florida for the transparent management of grant funds. The Grant Award Agreement is specific to the type of project being assisted.

2. For all funded Projects, any changes to the Scope of Work and Project Budget submitted with the application must be reviewed and approved by the Division prior to execution of a Grant Award Agreement.
3. Project work may not be initiated prior to the Effective Date of the Grant Award Agreement, unless:
 - a) The Division may authorize initiation of project work prior to the Effective Date of the Grant Award Agreement if damage to, or loss of the property would likely otherwise occur. Such authorization must be secured prior to the initiation of work and shall apply only to work to be undertaken during the period after legislative appropriation for funding is made.
 - i. The Grantee must request such authorization in writing and must document the imminent threat to the property by submission of a letter or report from a licensed architect, structural engineer, specialty engineer or geomorphologist, as applicable, clearly describing the conditions constituting the threat.
 - ii. The Division shall review the documentation provided by the Grantee and make a determination regarding justification for requested authorization. The written determination of the Division shall be final. Any authorization granted for work initiated prior to the Effective Date of the Grant Award Agreement shall apply only to that work addressing the conditions contributing to the identified threat to the property. All proposed corrective measures shall meet applicable Preservation Standards.
 - b) Division authorization for initiation of project work prior to the Effective Date of the Grant Award Agreement shall impose no liability on the Division if anticipated grant funds are not appropriated by the Legislature and approved by the Governor. All such work shall be undertaken solely at the Applicant Organization's risk.
 - c) Division authorization does not entail disbursement of any payment prior to the Effective Date of the Grant Award Agreement. Grantee shall use matching funds to carry out approved work prior to the Effective Date.
4. Grant Encumbrance Period and Expenditure Period:
 - a) Encumbrance Period for Projects Requiring Contractual Services:
 - i. During the encumbrance period, but not later than the end date of the encumbrance period as outlined in the Grant Award Agreement, the Grantee shall execute all required contracts for all or part of the work to be accomplished with grant funds. Projects for which no encumbrance is accomplished by the established deadline may be cancelled by the Division and the grant funds may be reallocated in accordance with these Guidelines.
 - ii. Exception: The encumbrance period for a Special Category Grant project can be extended by written approval of the Division if requested in writing as indicated below and if the Grantee demonstrates to the satisfaction of the Division that partial encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended

encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Division as outlined in the Grant Award Agreement.

- iii. For projects not involving contract services, but to be conducted by Grantee's internal staff, the Grantee and the Division shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

b) Expenditure Period:

- i. Grant funds and required match resources must be expended as outlined in the Grant Award Agreement and properly documented as required by the Division.
- ii. Grant funds shall not be used for project expenditures that are incurred after the expenditure period end date, which is the termination date of the Grant Award Agreement.
- iii. The Division may extend the expenditure period by not more than 180 days. Time extensions will be considered on a case-by-case basis and will be valid only if a contract amendment is executed by both parties, as outlined in the Grant Award Agreement. The Grantee must request the extension in writing, provide documentation that all grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended expenditure period.

- c) The Grantee's written request for extension shall be submitted to the Division no later than thirty (30) days prior to the termination date of the Grant Award Agreement.

A. Reporting Requirements

1. As required by the Grant Award Agreement, Grantees shall submit periodic progress reports to the Division. Progress reports, along with any supporting or required information that documents project status, shall be submitted via the Department grants online system and meet the established deadlines indicated in the Grant Award Agreement. A progress report describes the progress of the project during the last reporting period including:
 - a) The progress and status of each Scope of Work activity;
 - b) The progress and status of the deliverables;
 - c) Status of executing subcontracts and encumbrance of funds;
 - d) Any variations from project timeline, budget and deliverables, with a description of reasons for variance; and
 - e) For grants receiving federal funding, the number of hours of employment for the project to date. This must include project management hours, consultant hours, and any other project work hours.
2. Progress reports shall be accompanied by support materials that can effectively document the current status of project work as related to the Scope of Work. Photographs shall be captioned with property

name, date of photograph, and description of feature and work described. For photographic submissions, Grantee may follow the suggested format established by the Division and available for consult at the Division’s web page <http://www.dos.myflorida.com/historical/grants/special-category-grants/>.

3. The Grantee shall submit a final progress report within thirty (30) days following the Expiration Date of the grant. An exception to this is the establishment of a specific final progress submission date when a grant extension is agreed upon and a contract amendment is executed by the Grantee and the Division.
4. The Grantee shall provide information and documentation to the Division to assist in identifying non-state entity Grantees that are required to comply with the Florida Single Audit Act, Sections 215.97(2)(a) and 215.97(8)(a), F.S., and federal audit guidelines. Single Audit information and related documentation provided by the Grantee shall be submitted to the Division via dosgrants.com and shall be reviewed by the Department’s Office of Inspector General.

B. Retention of Records

The Grantee shall retain financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit or claim has been resolved.

C. Grant Withdrawal or Cancellation

In the event an Applicant Organization is unable to complete the Scope of Work specified in the executed Grant Award Agreement, the Division should be informed as soon as possible. All pre-approved grant and match expenditures shall be documented and a final progress report must be submitted along with expenditure logs and schedule of values evidencing the percentage of completion. Any unaccounted advanced funds shall be returned to the Division.

XII. GRANT FORMS

The following forms must be used in the administration of all grants in these guidelines and are hereby incorporated by reference and available from the Division at <http://dos.myflorida.com/historical/grants/>:

#	Title	Form #	Effective Date
1.	Special Category Grant Application	DHR002	Xx/xxxx
2.	Grant Award Agreement	GAA001	Xx/xxxx
3.	Progress and Final Report	DHR003	07/2022
4.	Preservation Agreement	DHR007	5/2018
5.	Restrictive Covenants	DHR008	5/2017

XIII. DEFINITIONS

- A. “Acquisition” means fee simple purchase of Real Property.

B. “Applicant Organization” means a public entity governed by a county, municipality, school district, community college, college, university or an agency of state government; or a Non-profit Organization.

C. “Cash Expenditure” means any expense where currency is exchanged for goods or services.

D. “Department” means the Department of State.

E. “Development” means architectural and other planning and construction required to facilitate the Preservation, Rehabilitation or Restoration of a Historic Property, or the Reconstruction of such property that no longer exists for which there is sufficient historical documentation available to accurately replicate the property.

F. “Director” means the Director of the Division of Historical Resources.

G. “Division” means Division of Historical Resources of the Department. The Division’s mailing address is 500 South Bronough Street, Tallahassee, Florida 32399-0250. Its telephone number is 850.245.6333.

H. “Effective Date” means July 1 of the state fiscal year in which requested grant funding is appropriated by the Florida Legislature. Neither grant funds nor match contributions may be expended before this date except as allowed in the Guidelines.

I. “Encumbrance” means commitment of grant funds and match by binding contract.

J. “Expenditure” means the outlay of cash or the amount due and owing after receipt of goods or services included in the Scope of Work.

K. “Expiration Date” means the date by which all grant funds and match must be expended.

L. “Florida Historical Commission” means the advisory body created pursuant to Section 267.0612, F.S., to assist the Director of the Division of Historical Resources in carrying out the purposes, duties and responsibilities of the Division.

M. “Florida Master Site File” means the list maintained by the Division of all recorded historical and archaeological sites and properties in the State of Florida.

N. “Florida Single Audit Act” means the uniform state audit requirements for state financial assistance provided by state agencies to non-state entities as codified in Section 215.97, F.S.

O. “Grant Award Agreement” means the legal instrument which binds the Grantee and the Division to the terms, conditions and limitations of the Division’s grants programs.

Q.P. “Grantee” means the organization or governmental entity to which a grant is awarded, which has entered into a Grant Award Agreement with the Division and which is responsible and accountable both for the use of the funds provided and for the performance of the grant-assisted project.

P.Q. “Grant Period” means the period between Effective Date and Expiration Date of the Grant Award Agreement during which time expenditure of all grant funds and all contributions to match must be made.

Q.R. “Historic District” means a geographically definable area, urban or rural, possessing a significant concentration, linkage or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.

R.S. “Historic Property” means any prehistoric or historic site, district, building, object or other real or personal property of historical, architectural or archaeological value and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government and culture of Florida.

S.T. “In-kind Contribution” means a non-monetary contribution of equipment, services, property or labor provided by the Grantee, or a third party, and consistent with the Scope of Work and must be essential to the implementation of the Project, [and allowable per these program guidelines](#)

T.U. “Match” means cash, In-kind Contributions or donated materials, which must be made by the Grantee in order to receive the grant award. All match contributions, whether cash, In-kind Contributions or donated materials, must be consistent with the Scope of Work ~~and must be~~ essential to the implementation of the project, [and allowable per these program guidelines](#).

U.V. “National Register of Historic Places” means the list of districts, sites, buildings, structures and objects significant in American history, architecture, archaeology, engineering and culture, authorized by the National Historic Preservation Act of 1966, as amended, and administered by the U.S. Department of the Interior, National Park Service. The list of Properties on the National Register of Historic Places in Florida is available from the Division.

V.W. “Non-profit Organization” means a corporate entity which is registered pursuant to Chapter 617, F.S., as a Florida non-profit corporation with the Division of Corporations, Florida Department of State. Grantees other than government entities must maintain active non-profit status with the Division of Corporations during the Grant Period. For Non-profit organizations outside of Florida, the Non-profit organization must be registered under 501(c)(3) by the U.S. Department of the Treasury, Internal Revenue Service.

W.X. “Planning” means research, testing, analysis and design required for implementation of a Project.

- a. Planning for a Development project may include historical research, development of a historic structure report, condition assessment, survey, hazardous materials survey and abatement plan, rehabilitation feasibility study and construction documents (plans and specifications).
- b. Planning for an Archaeological project may include research, predictive modeling and remote sensing applications, as necessary for development of a research design [that meets the Preservation Standards](#) for the project.
- c. Planning for a Museum Exhibit project may include historical research, conceptual and design documents and specifications.

~~X.Y.~~ X.Y. “Preservation” means the act or process of applying measures necessary to sustain the existing form, integrity and materials of a Historic Property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work (including accessibility and life safety requirements) to make properties functional is appropriate within a preservation project.

~~Y.Z.~~ Y.Z. “Preservation Agreement” means the notarized legal instrument by which a Grantee and Property Owner commit to maintenance and repair of a property other than Real Property or a museum exhibit improved with Special Category grant assistance so as to preserve the architectural or historical integrity of the same. This legal instrument is applicable only to those Museum Exhibit projects and Development projects for which recordation of Restrictive Covenants is not possible or required (see X.E. Preservation Agreement). Properties other than Real Property include but are not limited to: locomotives, railcars, marine vessels, aircraft and other movable objects. The term of the Preservation Agreement for Special Category grants is ten (10) years for Development projects and five (5) years for Museum Exhibit projects, from the date of execution. The Preservation Agreement must be executed and submitted to the Division prior to any release of grant funding.

~~Z.AA.~~ Z.AA. “Preservation Standards” means the following standards promulgated by the National Park Service, United States Department of the Interior, and the Division for the types of projects indicated:

- a. For projects involving individual historic buildings, the Secretary of the Interior’s Standards for the Treatment of Historic Properties;
- b. ~~For~~ [For Archaeology Research projects and](#) projects where archaeological work is necessary due to the movement of soil associated to work on a Historic Property, the Secretary of the Interior’s Standards for Archaeological Documentation;
- c. For projects involving historical research, the Secretary of the Interior’s Standards for Historical Documentation;
- d. For projects involving documentation of a historic structure, the Secretary of the Interior’s Standards for Architectural and Engineering Documentation; and

- e. The National Park Service and Division standards referenced in paragraphs (a) through (d) above are available from the Division.

~~AA~~BB. “Project” means the undertaking that encompasses a set of tasks or activities defined by the Scope of Work and budget included in the grant application and formalized in the Grant Award Agreement. The Project must begin on the grant Effective Date and end on, or before, the grant Expiration Date. A Project may be a part of a larger effort undertaken in a series of distinct phases, which may have begun before the Grant Period and which may extend beyond the Grant Period but will be treated as a specific and measurable distinct project during the Grant Period and shall be documented as such by the Applicant Organization.

~~BB~~CC. “Project Budget” means the budget and project description included in the grant application. The Project Budget must succinctly describe all major elements of project work, the estimated cost of each and clearly allocate requested grant funding and match contributions to each.

~~CC~~DD. “Property Owner” means the owner(s) of land or building(s) or both, and of all improvements made with grant funds.

~~DD~~EE. “Real Property” means all land, structures, firmly attached and integrated equipment (e.g., light fixtures or a well pump) and anything growing on the land, as opposed to personal property (movable assets).

~~EE~~FF. “Reconstruction” means depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location and for which there is sufficient historical documentation available to accurately replicate the property.

~~FF~~GG. “Rehabilitation” means making possible a compatible use for a property through repair, alterations and additions while preserving those portions or features which convey its historical, cultural or architectural values.

~~GG~~HH. “Religious Property” means any Real Property and associated improvements owned by a religious institution (examples include churches, schools, meeting halls and parish houses) and any Real Property, regardless of ownership, that is used as a place of worship.

~~HH~~II. “Restoration” means accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

~~II~~JJ. “Restrictive Covenant” means the legal instrument by which a Grantee and Property Owner commit to maintenance and preservation of the historic integrity of a property acquired or improved with Special Category grant assistance. This legal instrument is recorded at the appropriate county clerk’s office in the county in which the property is located and is binding on the current and subsequent owners from the date on which the instrument is recorded. The Restrictive Covenants

must be recorded and submitted to the Division for Development and Acquisition projects involving Real Property prior to any release of Special Category Grant funding.

~~JJ.KK.~~ “Rural Economic Development Initiative” means the program and designation administered by the Department of Economic Opportunity as established by Section 288.0656 of the *Florida Statutes*.

~~KK.LL.~~ “Scope of Work” means the work specified in the Grant Award Agreement or in an approved amendment thereto, as being authorized by the Division for expenditure of grant funds and for contribution to the required match.

XIV. HELP

For general information about the Division of Historical Resources and to access grant information, panel details and resources, visit our website at: <http://dos.myflorida.com/historical/grants>.

For information about the Special Category Grant program, visit our website at: <http://dos.myflorida.com/historical/grants/special-category-grants/>.

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on June 29, 2023 beginning at 6:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
C. Todd Sampson
Chevella Young
Ricky Jernigan
Todd Kennon
Paul Dyal
Chief Gerald Butler
Audrey Sikes

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PUBLIC COMMENT: Sylvester Warren

ITEMS FOR DISCUSSION

1. Discuss City Hall and Vacant Lots

Supporting documentation attached to agenda:

City Hall Structural Assessment, Tetra Tech, 9-6-2018
City Hall Facade and Structural Reassessment, Tetra Tech, 1-26-2023
Email dated 2-9-2023, Updated cost estimate
City Owned Property and Vacant Lots, 2023

Mr. Dyal requested direction from members on how to proceed with City Hall. He reviewed estimated costs for remodeling and stated it would not be feasible to invest funds into the current City Hall building.

Mr. Jernigan spoke to the importance of safety for staff.

Mr. Sampson referenced page 9 of Tetra Tech's September 6, 2018 Assessment and expressed concern with exterior weight bearing walls that have been eliminated.

Mr. Dyal reported the current City Hall building would be sound for now and recommended building a smaller City Hall, with sufficient meeting area, on the vacant lot next to the current Customer Service and Growth Management building, located at 173 NW Hillsboro Street with the new structure built to allow for future growth. He recommended closing the street and building a walkway to connect the new City Hall building to the Customer Service and Growth Management building. At this time, Mr.

Dyal does not recommend doing anything with the current City Hall building located at 205 North Marion Avenue.

Mr. Dyal reported he has not received a response from the Lake Shore Hospital Authority relating to the City utilizing the donated vacant parcels for use other than a new City Hall building.

Mr. Dyal suggested keeping the Columbia County Bank Building currently housing the Customer Service and Growth Management Departments and selling the other bank building.

Mayor Witt concurred with Mr. Dyal's recommendations.

Mr. Sampson recommended for Mr. Dyal to research what is in the best interest for the City and the administration and to compile information on construction of a new City Hall and/or expansion to the building next to the current Customer Service and Growth Management location. Mr. Hill and Mr. Jernigan concurred.

Mr. Dyal confirmed with members, he is to look at options on a cost for construction of a new building for City Hall at the current Customer Service and Growth Management location and options and costs for expansion to the current Customer Service and Growth Management building.

No recommendations were made as to the City owned Vacant Lots.

2. Structuring of Advisory Committees

Supporting documentation attached to agenda:

City Council Ordinance No. 2021-2178

City Council Ordinance No. 2022-2229

Mr. Dyal reported the Standing Advisory Committees had not been meeting and recommended for the Council to meet as a whole and serve as the committee for Beautification Advisory Committee, Community Redevelopment Advisory Committee and the Utility Advisory Committee, maintaining the Airport Advisory Committee as is. He stated the City Council could meet for committee purposes prior to Council Meetings at 5:30 PM with public participation thus allowing input directly to the City Council.

Mr. Sampson recommended handling all the Committees that way.

Mr. Jernigan spoke in support of Mr. Dyal's recommendation.

Ms. Sikes reported Section 2-49 of City Council Ordinance No. 2021-2178 already provides for the City Council to serve as a Committee of the whole council at which the

members could meet in workshop to consider any matter that would normally be brought before any of the standing committees.

Staff will work on elimination of the standing committees (Airport Advisory Committee, Beautification Advisory Committee, Community Redevelopment Advisory Committee, and Utility Advisory Committee) by modification of the ordinance.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

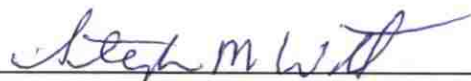
- Elena Highland
- Jake Mickelson
- Joshua Garner

ADJOURNMENT

Mr. Hill made a motion to adjourn at 6:45 P.M. Ms. Young seconded the motion and the motion carried unanimously on a voice vote.



Audrey Sikes, City Clerk



Stephen M. Witt, Mayor/Council Member

RESOLUTION NO 2024-044

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA RECOGNIZING A NEED FOR THE RESTORATION AND PRESERVATION OF THE CITY OF LAKE CITY CITY HALL IN THE CITY OF LAKE CITY, FLORIDA; RECOGNIZING A NEED FOR FINANCIAL ASSISTANCE THROUGH GRANT FUNDING TO COMPLETE THE RESTORATION AND PRESERVATION OF THE CITY OF LAKE CITY CITY HALL; AUTHORIZING THE CITY TO APPLY FOR THAT CERTAIN STATE OF FLORIDA DEPARTMENT OF STATE HISTORIC PRESERVATION GRANT FOR GRANT FUNDING IN THE AMOUNT OF ONE MILLION DOLLARS IN FURTHERANCE OF RESTORATION AND PRESERVATION OF THE CITY OF LAKE CITY CITY HALL; RECOGNIZING SAID GRANT REQUIRES A TWENTY-FIVE PERCENT MATCH FROM THE CITY; DIRECTING THE CITY'S FINANCE DEPARTMENT TO EARMARK AND SET ASIDE FUNDS IN THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS AS THE CITY'S REQUIRED MATCHING FUNDS IN THE EVENT THE CITY IS AWARDED SAID GRANT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPLYING FOR SAID GRANT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE SUCH DOCUMENTS AS ARE NECESSARY TO APPLY FOR SAID GRANT; DIRECTING THE MAYOR TO EXECUTE SAID DOCUMENTS; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City city hall in the City of Lake City (the "City") is in disrepair and in need of restoration and preservation; and

WHEREAS, the City is financially constrained and unable to restore and preserve its city hall without financial assistance from other funding sources; and

WHEREAS, the State of Florida Department of State (the "Agency") has available certain funds through its Historic Preservation grant program (the "Grant Program") for the purpose of assisting financially constrained communities like the City restore and preserve historic buildings used for public purposes; and

WHEREAS, the City desires to apply for certain grant funds (the "Grant Funds") from the Grant Program in furtherance of restoring and preserving city hall (the "Project"); and

WHEREAS, the Agency requires the City to submit an application (the "Application") as a condition of being considered for an award of the Grant Funds from the Grant Program in furtherance of funding the Project; and

WHEREAS, it is prudent that the City earmark and set aside certain funds in the amount of two hundred fifty thousand dollars as the City’s required matching funds (the “Matching Funds”) in the event the City is awarded the Grant Funds from the Grant Program to complete the Project; and

WHEREAS, submitting the Application to be considered for an award of the Grant Funds from the Grant Program and setting aside and earmarking the Matching Funds in furtherance of funding the Project is in the public interest and in the interests of the City;

WHEREAS, receiving the approval of the City Council prior to accepting any Grant Funds awarded to the City by the Agency from the Grant Program in furtherance of the Project is necessary and prudent to ensure completing the Project is aligns with the City’s goals and objectives at the time of such award of Grant Funds; now therefore

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

1. Submitting the Application to be considered for an award of the Grant Funds from the Grant Program in furtherance of funding the Project is in the public interest and in the interests of the City; and
2. In furtherance thereof, completion and submission of the Application should be and is approved by the City Council of the City of Lake City; and
3. Setting aside and earmarking the Matching Funds in furtherance of funding the Project is in the public interest and in the interests of the City; and
4. In furtherance thereof, the City’s finance department is directed to set aside and earmark the Matching Funds for use as the City’s required funding match pursuant to the terms of the Grant Program; and
5. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
6. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Application and any other documents required to apply for the Grant Funds from the Grant Program; and
7. The Mayor of the City of Lake City is directed to execute on execute on behalf of and bind the City to the terms of the Application and any other documents required to apply for the Grant Funds from the Grant Program; and

8. The City Manager is directed to notify the City Council of any award of Grant Funds pursuant to the Application and to seek the approval of the City Council prior to accepting such Grant Funds; and
9. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
10. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of May, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

11. Discussion and Possible Action: ARPA Funds (Council Member Jake Hill, Jr.)

ARPA

Project Description	\$ 6,186,544.00
Bell St. Wastewater Improvements -- Jones Edmunds	\$ (403,000.00)
Price Creek 24" Water Main - Jones Edmunds	\$ (268,000.00)
Security Cameras - All Parks	\$ (100,000.00)
Senior Home Repair Program	\$ (250,000.00)
Senior Home Repair Program	\$ (250,000.00)
Fire Furniture and Equipment for New Station	\$ (122,000.00)
Senior Home Repair Program	\$ (250,000.00)
Mariah Smith Fund - Gun Violence Prevention	\$ (200,000.00)
Ladder Truck for Fire Dept	\$ (2,200,000.00)

Total ARPA Funds less Earmarks

\$ 2,143,544.00

File Attachments for Item:

12. Informational Purposes Only - March 2024 Invoice for Robinson, Kennon, & Kendron, P.A.

Robinson, Kennon and Kendron, P. A.
 582 West Duval Street
 Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City
 205 N. Marion Avenue
 Lake City, FL
 USA

April 24, 2024

Attention:

File #: 00801-001

Inv #: 8854

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-01-24	Worked on orientation information and put together physical and digital copies for Mr. Martin. Forwarded the same via email to City administration and Mr. Martin.	1.00	72.10	ALJ
Mar-08-24	Worked on Addendum One to Resolution 2024-019. Updated, formatted, and forwarded the same to Mr. Kennon for review.	0.70	50.47	ALJ
Mar-11-24	Worked on Addendum One to Resolution 2024-019. Updated, formatted, and disseminated the same to appropriate individuals.	0.40	28.84	ALJ
Mar-15-24	Put together additional physical records for Mr. Martin.	0.50	36.05	ALJ
Mar-27-24	Received request from Mrs. Sikes for Attorney General Opinion response letter. Forwarded the same to Mrs. Sikes.	0.10	7.21	ALJ
	Totals	2.70	\$194.67	

Total Fee & Disbursements

\$194.67

Previous Balance

3,382.03

Previous Payments

3,382.03

Balance Now Due

\$194.67

TAX ID Number 20-2029910

PAYMENT DETAILS

Apr-01-24	For Services Rendered	3,382.03
	Total Payments	<hr/> \$3,382.03

Thank you!

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City
205 N. Marion Avenue
Lake City, FL
USA

April 24, 2024

Attention:

File #: 00801-027

Inv #: 8855

RE: John Myers Amusement, LLC v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-05-24	Forwarded email to Danielle regarding John Myers Amusements LLC.	0.10	7.21	ALJ
	Totals	0.10	<u>7.21</u>	
	Total Fee & Disbursements			<u>\$7.21</u>
	Previous Balance			381.99
	Previous Payments			381.99
	Balance Now Due			<u>\$7.21</u>

TAX ID Number 20-2029910

PAYMENT DETAILS

Apr-01-24	For Services Rendered			381.99
	Total Payments			<u>381.99</u>

Thank you!