
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

June 02, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 5/30/2025: Item #10 Ordinance added, Item #11 Resolution added and title of item updated

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

Events Prior to Meeting - 5:30 PM Community Redevelopment Agency Meeting

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

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

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

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

Approval of Agenda

Proclamations/Awards - None

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

- [1.](#) Minutes - April 21, 2025 Regular Session
- [2.](#) City Council Resolution No. 2025-083 - A resolution of the City Council of the City of Lake City, Florida, approving the renewal of a Cooperative Service Agreement with the CDS Family & Behavioral Health Services, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [3.](#) City Council Resolution No. 2025-084 - A resolution of the City Council of the City of Lake City, Florida, adopting that certain Memorandum of Understanding with the United States Department of Veteran's Affairs for collaboration with the City of Lake City, by and through the Lake City Police Department in providing certain law enforcement services; making certain findings of fact in support of adopting said Memorandum of Understanding; recognizing the authority of the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Chief of Police to join the Mayor in executing and binding the City to said Memorandum of Understanding; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Quasi-Judicial Hearings

Open Quasi-Judicial Hearings

First Reading

- [4.](#) City Council Ordinance No. 2025-2318 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment to the Future Land Use Map of 50 or less acres of land, pursuant to an application, CPA 25-03, submitted by Carol Chadwick, P.E., as agent for TJL Associates, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures

established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; identifying said lands by the 2025 Columbia County Tax Parcel Identification Number 01-4S-16-02703-014; providing for changing the Future Land Use Classification from Residential Medium, allowing up to eight (8) dwelling units per acre to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Sisters Welcome Road and Century Glen).

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

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

Clerk should take custody of exhibits.

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

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

Adopt City Council Ordinance No. 2025-2318 on first reading

- 5.** City Council Ordinance No. 2025-2319 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 25-04, submitted by Carol Chadwick, P.E., as agent for TJL Associates, LLC, a Florida Limited Liability Company, the property owner of said acreage; identifying said lands by the 2025 Columbia County Tax Parcel Identification Number 01-4S-16-02703-014; providing for rezoning from Residential Mobile Home 3 (RMH-3) to Commercial Intensive (CI) of said lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Sisters Welcome Road and Century Glen).

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

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

Clerk should take custody of exhibits.

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

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

Adopt City Council Ordinance No. 2025-2319 on first reading

- 6.** City Council Ordinance No. 2025-2320 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-05, submitted by the Board of County Commissioners of Columbia County, Florida, relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located off Highway 100, on SE Enterprise Court).

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

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

Clerk should take custody of exhibits.

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

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

Adopt City Council Ordinance No. 2025-2320 on first reading

Second/Final Reading

- [7.](#) City Council Ordinance No. 2025-2313 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment concerning 50 or less acres of land, pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County-Highway Interchange to City-Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 5/19/25

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2313 on final reading

8. City Council Ordinance No. 2025-2314 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage; providing for rezoning from County-Commercial, Highway Interchange (CHI) to City-Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 5/19/25

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

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

Clerk should take custody of exhibits.

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

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

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2314 on final reading

Close Quasi-Judicial Hearings**Old Business**Ordinances**Open Public Hearing**

- [9.](#) City Council Ordinance No. 2025-2317 (final reading) - An ordinance of the City of Lake City, Florida, providing for the permanent closure, vacation, and abandonment of certain portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace abutting real property owned by the Columbia County School District (the "District") pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City in response to an Intergovernmental request from the District; making findings of fact in support thereof; authorizing the City to convey by Quit-Claim Deed to the District all of the closed, vacated, and abandoned portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace; providing for severability; providing for conflicts; and providing for an effective date. (New Niblack School)

Passed on first reading 5/19/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2317 on final reading

Resolutions - None

Other Items - None

New BusinessOrdinances**Open Public Hearing**

- [10.](#) City Council Ordinance No. 2025-2322 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; establishing park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Close Public Hearing

Adopt City Council Ordinance No. 2025-2322 on first reading

Resolutions

- [11.](#) City Council Resolution No. 2025-080 - A resolution of the City of Lake City, Florida approving that certain lease agreement between the City of Lake City and Air Methods, LLC, a Delaware limited liability company, to lease certain real property located at the Lake City Gateway Airport; 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.
- [12.](#) City Council Resolution No. 2025-085 - A resolution of the City Council of the City of Lake City, Florida, approving the Second Amendment to the standard Grant Agreement Number LPS0090 with the Florida Department of Environmental Protection funding expansion of the Recharge Wetland at the Steedley Sprayfield; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; authorizing the Mayor, after consultation with the City Attorney, to execute such future amendments to the Standard Grant Agreement which amendments accept additional grant funds without otherwise expanding the scope of the project funded by the Standard Grant Agreement or creating additional obligations of the City pursuant to such agreement, as amended; repealing all prior resolutions in conflict; and providing an effective date.
- [13.](#) City Council Resolution No. 2025-086 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and Columbia County, Florida, to provide the potable water supply within the North Florida Mega Industrial Park; making certain findings of fact in support of the City approving said Agreement to provide such potable water; 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.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

UPCOMING DATES OF INTEREST

Saturday, June 28, 2025, 10:00 AM - Town Hall - Council Member Tammy Harris at Richardson Community Center

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. Minutes - April 21, 2025 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on April 21, 2025, beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

EVENTS PRIOR TO MEETING – 5:00 PM Council Workshop – Addressed questions regarding upcoming budget

PLEDGE OF ALLEGIANCE

INVOCATION – Vice Mayor – Council Member Chevella Young

ROLL CALL

Mayor/Council Member
City Council

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

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

APPROVAL OF AGENDA

Mr. Carter made a motion to approve the agenda as presented. Mr. Jernigan seconded the motion, and the motion carried unanimously on a voice vote.

PROCLAMATIONS

1. Youth Leadership Week - April 24-30, 2025

Mayor Walker presented the Youth Leadership Week Proclamation to attendees.

Befaihtful Coker spoke briefly on upcoming youth activities and reported there would be an award ceremony at The Blanche Hotel.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Stew Lilker
- Glenel Bowden

APPROVAL OF CONSENT AGENDA

2. City Council Resolution No. 2025-054 - A resolution of the City of Lake City, Florida adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 013-2025 for annual lime rock contract; accepting the bid from Pritchett Trucking, Inc., a Florida Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

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

PRESENTATIONS

3. Katie Hall, General Manager and CEO, Florida Gas Utility - Natural Gas Financial Hedging PowerPoint

Executive Director of Utilities Steve Brown introduced Katie Hall with Florida Gas Utility. Ms. Hall presented members with a PowerPoint on Financial Hedging and explained how it would keep natural gas prices low.

4. Gallagher Consulting Services for Property and Casualty Insurance (Human Resources Director, BillieJo Bible)

Justin Terry and J.D. Curls presented members with a PowerPoint on a proposal to work with the City in obtaining lower premiums for property and casualty insurance.

Mayor Walker verified the five (5) year consulting term as optional.

OLD BUSINESS

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2302. City Council Ordinance No. 2025-2302 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2302. No one asked to be heard on City Council Ordinance No. 2025-2302, therefore Mayor Walker closed the public hearing.

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

made a motion to approve City Council Ordinance No. 2025-2302 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2025-2304. City Council Ordinance No. 2025-2304 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2025-2304. No one asked to be heard on City Council Ordinance No. 2025-2304, therefore Mayor Walker closed the public hearing.

6. City Council Ordinance No. 2025-2304 (final reading) - An ordinance pertaining to land development regulation fees within the City of Lake City; repealing said existing land use regulation fees established by Resolution 2019-099; establishing updated fees for land development regulation processing and review; establishing provisions regarding payment of said fees; establishing exceptions thereto for financial hardship; repealing all resolutions and ordinances in conflict; making findings of fact in support thereof; providing for severability; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2304 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

7. Discussion and Possible Action: Decision on venue selection for the City to host the Northeast Florida League Dinner Meeting to be held on Thursday, December 18, 2025 (City Clerk Audrey Sikes)

Members reviewed and discussed venue options provided by the Clerk’s Office.

Mr. Jernigan made a motion to host the Northeast Florida League Dinner Meeting at the Florida Gateway Fairgrounds, with the Holiday Inn as a secondary venue. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

8. Discussion and Possible Action: Inhouse City Attorney (City Manager Don Rosenthal)

Mr. Rosenthal reported he would like to hire an inhouse attorney and recommended members approve the contract provided in the agenda packet. He also requested for members to authorize the Mayor to negotiate on the Council's behalf.

Mr. Carter made a motion to authorize the Mayor to proceed with negotiations with someone with parameters set forth in contract document for the City Attorney Position. Ms. Harris seconded the motion.

PUBLIC COMMENT: Stew Lilker, Glenel Bowden

Mayor Walker spoke in support of Clay Martin taking the position of City Attorney.

Attorney Martin expressed his interest in the position, but reported there would be a conflict with him advising on the contract, and suggested members obtain outside counsel for that.

A roll call vote was taken and the motion carried.

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

At this time, members took a short break from 7:13 PM until 7:19 PM.

NEW BUSINESS

Ordinances

9. City Council Ordinance No. 2025-2305 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2025-2305 on first reading. Ms. Harris seconded the motion.**

Chief Butler explained the reasoning for changing the park hours, and recommended they be from 30 minutes before sunrise, until 30 mins before sunset, as this would give citizens the entire day to benefit. He reported going by the Naval Observatory for time, and stated signage would change every three to four months to reflect the hours.

Ms. Harris inquired as to what the times of other City parks were.

Executive Director of Utilities Steve Brown reported other park hours were from daylight to dark, and stated citizens who live around Lake Montgomery are requesting these hours.

Mayor Walker spoke in support of the hours being expanded at this park and suggested two sets of permanent times, not four.

Ms. Young spoke in support of the hours being from sunrise to sunset.

Mr. Jernigan reported meeting with Mr. Hudson, a citizen who lives on Lake Montgomery, and inquired if staff spoke with any residents who live around the lake.

Chief Butler reported he had not spoken with citizens around the lake, but has spoke with citizens who have been disappointed with the park hours.

Mr. Brown reported he had spoken with George Hudson and Todd Sampson.

PUBLIC COMMENT: George Hudson

A roll call vote was taken and the motion carried.

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

10. City Council Ordinance No. 2025-2306 (first reading) - An ordinance of the City of Lake City, Florida, pertaining to the Police Officers' Pension Plan Board of Trustees; amending Chapter 70, Article IV, of the City of Lake City, Florida, Code of Ordinances entitled "Police Officers' Pension Plan and Trust Fund;" amending Section 70-93 to change the terms of trustees of the Pension Plan Board of Trustees; providing for severability; providing for conflicts; providing for codification; and providing for an effective date. **Ms. Harris made a motion to approve City Council Ordinance No. 2025-2306 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

11. City Council Ordinance No. 2025-2308 (first reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-01, by the City Council; providing for amending Section 4.12.2 entitled Permitted Principal Uses and Structures to permit Churches and other Houses of Worship as a permitted principal use and structure within the "CG" Commercial, General Zoning District; providing for amending Section 4.12.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CG" Commercial, General Zoning District; providing for amending Section 4.13.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "CI" Commercial, Intensive Zoning District; providing for amending Section 4.14.5 entitled Special Exceptions by deleting Churches and other Houses of Worship as a use permitted by special exception within the "C-CBD" Commercial-Central Business Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Principal Planner Bryan Thomas reported this ordinance would bring the City into compliance with the law that went into effect in 2000.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2308 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

Open Quasi – Judicial Proceeding

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

Preliminary Matters (Attorney Clay Martin):

The City Attorney shall read the ordinance by title.

12. City Council Ordinance No. 2025-2307 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-03, submitted by Seacoast National Bank F/K/A Drummond National Bank relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at 3882 W US Highway 90)

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

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

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

Attorney Martin swore in a total of eight people.

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.

Principal Planner Bryan Thomas moved the presentation into the record.

A. Brief introduction of ordinance by city staff. Bryan Thomas

B. Presentation of application by applicant. Simone Savino moved the presentation into the record.

C. Presentation of evidence by city staff.

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

E. Public comments. None

F. Cross examination of parties by party participants. N/A

G. Questions of parties by City Council. Mr. Jernigan verified this would not be a truck stop, and inquired if they accepted EBT.

H. Closing comments by parties. N/A

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2307 on first reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

13. City Council Ordinance No. 2025-2309 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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

This was answered under the previous ordinance.

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

This was conducted under the previous ordinance.

Clerk should take custody of exhibits.

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

Principal Planner Bryan Thomas moved the presentation into the record.

A. Brief introduction of ordinance by city staff. Bryan Thomas

B. Presentation of application by applicant. Lance Jones – no additional evidence.

C. Presentation of evidence by city staff.

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

E. Public comments. N/A

F. Cross examination of parties by party participants. N/A

G. Questions of parties by City Council. None

H. Closing comments by parties. N/A

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2309 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

14. City Council Ordinance No. 2025-2310 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-01, by Christopher Lance Jones of Jones Engineering & Consulting, as agent for Odom Moses & Company LLP, the property owner of said acreage; providing for rezoning from County - Commercial, Highway Interchange (CHI) to City - Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 4330 NW American Lane)

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

This was answered under the initial ordinance.

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

This was conducted under the initial ordinance.

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff. Bryan Thomas

B. Presentation of application by applicant. None

C. Presentation of evidence by city staff.

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

E. Public comments. None

F. Cross examination of parties by party participants. N/A

G. Questions of parties by City Council. None

H. Closing comments by parties. N/A

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2025-2310 on first reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

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

Resolutions

15. City Council Resolution No. 2025-037 - A resolution of the City of Lake City, Florida, concerning the Federal Aviation Administration Disadvantaged Business Enterprise (DBE) Program; ratifying the actions of the then-City Manager taken on behalf of the City Committing the City to the terms of that certain September 2020 DBE Program Policy statement executed by the then-City Manager on October 14, 2020; ratifying actions of City Personnel taken in furtherance of and compliance with said program policy; approving that certain updated DBE Program Policy Statement dated November 2024; committing the City to terms of said Disadvantaged Business Enterprise (DBE) Program Policy Statement; making certain findings of fact in support of the City approving said November 2024 DBE Program Policy Statement; recognizing the authority of the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; directing the Mayor to execute and bind the City to said November 2024 DBE Program Policy Statement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-037. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

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

16. City Council Resolution No. 2025-041 - A resolution of the City of Lake City, Florida approving that certain update to job position and description for reserve police officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's position descriptions manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Jernigan made a motion to approve City Council Resolution No. 2025-041. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

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

17. City Council Resolution No. 2025-044 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding between the City and United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security, to implement the Task Force Model contemplated by Section 287(G) of the Immigration and Nationality Act by which Lake City Police Department Personnel may perform certain functions of an Immigration Officer; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-044. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

18. City Council Resolution No. 2025-050 - A resolution of the City Council of the City of Lake City, Florida, appointing Stephanie Marchman, Esq. of GrayRobinson, P.A. as a Special Magistrate to provide Due Process Hearings for the City; establishing appointment terms, conditions, and scope of work; establishing rates; providing for severability; repealing all resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-050. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	Aye
Ms. Harris	Aye
Mr. Young	Aye

Mr. Jernigan	Aye
Mayor Walker	Aye

19. City Council Resolution No. 2025-055 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the Florida Department of Transportation for the administration of State Grant Funds to aid the Lake City Gateway Airport in pipe and asphalt repairs along Taxiway "A"; making certain finding of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-055. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

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

20. City Council Resolution No. 2025-056 - A resolution of the City of Lake City, Florida, amending that certain agreement relating to the Community Development Block Grant between the City and Florida Department of Commerce; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-056. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

21. City Council Resolution No. 2025-057 - A resolution of the City of Lake City, Florida, approving the exchange of 3000 rounds of frangible training ammunition in the possession of the Lake City Police Department for 3000 rounds of full metal jacket training ammunition in the possession of the State Attorney's Office of the Third Judicial Circuit; making certain findings of fact in support of the City approving said ammunition exchange; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said frangible

training ammunition to said State Attorney's Office; directing the Mayor to execute such documents as are necessary to accept the transfer of ownership of said full metal jacket ammunition to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date. **Ms. Harris made a motion to approve City Council Resolution No. 2025-057. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

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

22. City Council Resolution No. 2025-59 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Gallagher, Inc, a Florida Corporation, for consulting services to conduct a needs assessment related to Property and Casualty Insurance Premiums; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter inquired if the City Manager had anything to add on this Item.

Mr. Rosenthal reported he was comfortable with a one-year contract at \$125,000.00.

Mr. Jernigan inquired as to how staff came to the conclusion of three to five years.

Mr. Rosenthal reported staff would see if there was a benefit after the first year.

Mayor Walker concluded this was a five-year contract with a one year opt out.

Mr. Carter made a motion to approve City Council Resolution No. 2025-059. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

23. City Council Resolution No. 2025-060 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 009-2025 for construction of LCQ North Development Hangar and Taxilanes; accepting the Bid from Gray Construction Services, Inc., a Florida Corporation as the lowest responsive bid; approving the agreement with

said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2025-060. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

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

24. City Council Resolution No. 2025-061 - A resolution of the City Council of the City of Lake City, Florida, concerning the Summer Youth Employment Program of the City of Lake City Police Department; recognizing the City of Lake City as the sole funding and administrative participant of the 2025 Program; authorizing the creation of twenty part-time, temporary positions to be administered by the City of Lake City Police Department in the City's Personnel Classification System; authorizing the transfer of funds from the Mariah Reginae Smith Fund Account (account number 001.16.574-080.82) to said Summer Youth Program (account number 001.11.521-030.49) to be administered by the City of Lake City Police Department; providing for the implementation and administration of the "Summer Youth Employment Program" by the City of Lake City Police Department from April 21, 2025 through August 31, 2025; providing for temporary, part-time training and employment opportunities for eligible City residents with the City; making findings of fact in support thereof; providing for conflicts; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

Chief Butler provided a brief overview of the program.

Ms. Young spoke in support of the program.

Mr. Carter spoke in support of the program.

Mayor Walker spoke in support of the program.

Mr. Jernigan spoke in support of the program.

Ms. Harris made a motion approve City Council Resolution No. 2025-061. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

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

25. City Council Resolution No. 2025-062 - A resolution of the City of Lake City, Florida, implementing a moratorium on the acceptance and consideration for approval of applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals in the City of Lake City; making certain findings of fact in support of the City approving said moratorium; recognizing the authority of the City to approve and implement said moratorium; directing the City of Lake City Land Development Regulations Administrator to cease acceptance of new applications for Mobile Home or Manufactured Home Land Use Actions or permit approvals as of the effective date hereof; directing the City Attorney, the City Clerk, the City Manager, and the City of Lake City Land Development Regulations Administrator Official and Planning staff to cooperate to prepare an ordinance implementing such moratorium; specifying a duration for such moratorium; repealing all prior resolutions in conflict; and providing an effective date.

Growth Management Director Scott Thomason explained this moratorium would allow time to correct the City's Land Development Regulations.

Mr. Carter made a motion to approve City Council Resolution No. 2025-062. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

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

Other Items

26. Discussion and Possible Action - Funding Request for Soulful Saturday, July 19, 2025 (Council Member Tammy Harris)

Ms. Harris asked Superfriends Entertainment CEO, Tony Hunt, to provide a brief overview of the event and the economic impact.

Ms. Harris explained the event would consist of three or four R&B artists, local vendors, and a car show.

Mr. Hunt reported looking into hosting the event at either Memorial Stadium or Darby Pavilion, and stated the funding request was for \$50,000.00.

Ms. Young expressed concerns with charging citizens for the event.

Mr. Hunt discussed a plan to recoup the money to enhance revenue for the City of Lake City, and stated there would be attendees from all over, not just the City.

Members discussed concerns about safety, charging citizens, and needing additional information on the event.

**Ms. Harris made a motion to table the Item until the May 5, 2025 meeting.
Ms. Young seconded the motion.**

PUBLIC COMMENT: Glenel Bowden

A roll call vote was taken and the motion carried.

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

COMMENTS BY CHARTER OFFICERS

City Manager Don Rosenthal – Mr. Rosenthal reported being in discussions with the County as to providing additional water and sewer.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

COMMENTS BY COUNCIL MEMBERS

Council Member Chevella Young – Ms. Young requested Mr. Rosenthal look into the contract the City has with The Blanche Hotel. She also reported speaking with the Easter Block Party coordinator about the event that took place at Annie Mattox Park on Easter Sunday. Ms. Young stated citizens were afraid due to the size of the crowd and reported driving through the area herself. The party coordinator had spoken with the Annie Mattox Board and reported the next event would be more organized.

Council Member Ricky Jernigan – Mr. Jernigan read into the record a letter from Garden Street expressing their appreciation to City Manager Don Rosenthal, Distribution & Collection Director Brian Scott, and Executive Director of Utilities Steve Brown for their assistance in the City's approval process for their home project. He reported attending the event at Annie Mattox Park on Easter Sunday and stated the event was great until the end. He sent thoughts and prayers to fellow Law Enforcement Officers, first responders and their families.

Council Member James Carter – Mr. Carter expressed concerns with streets being unusable during an event like the block party at Annie Mattox Park. He mentioned a similar event coming to the City in a few weeks, and suggested Code Enforcement, the City Manager, and Chief of Police look into these concerns before the next event.

Council Member Tammy Harris – Ms. Harris read a positive post about the Lake City Police Department from social media.

Mayor Noah Walker – Mayor Walker expressed appreciation for the Police Department and offered prayers to Officer Hardison. He also suggested the Annie Mattox Board proceed with caution on

events as the park is privately owned. He then recognized employees who were recognized at the Employee Luncheon for having worked for the City. The recognitions were as follows:

15 years: Michael DelCastillo, Patrol Sergeant; Ed Bunnell, Airport Director and Kim Moore, Senior Administrative Assistant in Public Works

20 years: Kevin Parlatti, Water & Wastewater Inspector

25 years: Audrey Sikes, City Clerk

35 years: Terri Phillips, Community Programs Director

ADJOURNMENT

Having there been no further business, Mayor Walker adjourned the meeting at 9:31 PM.

Noah Walker, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. City Council Resolution No. 2025-083 - A resolution of the City Council of the City of Lake City, Florida, approving the renewal of a Cooperative Service Agreement with the CDS Family & Behavioral Health Services, Inc., a Florida not for profit corporation; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025-083

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THE RENEWAL OF A COOPERATIVE SERVICE AGREEMENT WITH THE CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC., A FLORIDA NOT FOR PROFIT CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (the “City”) by and through its Lake City, Police Department (the “Police Department”) recognizes the need to coordinate, refer, and effectively deliver counseling, case management and prevention services to individuals and their families in the City; and

WHEREAS, the City, the Police Department, and CDS Family & Behavioral Health Services, Inc., a Florida not for profit corporation (“CDS”) mutually and individually recognize a need to utilize services delivered by each organization for the benefit and welfare of CDS clients and their families, to assure services are available to CDS clients, and their families; and

WHEREAS, the City, the Police Department, and CDS recognize a need to exchange client-related information with appropriate authorization to assure timely delivery of quality services to CDS clients and their families; and

WHEREAS, the City, the Police Department, and CDS have benefited from past cooperation and collaboration, and desire to continue such cooperation and collaboration; and

WHEREAS, to assist CDS clients and their families, the City, the Police Department and CDS desire to enter into a Cooperative Services Agreement to take effect July 1, 2025, in the form of the agreement attached hereto as “Exhibit A” (the “Agreement”); and

WHEREAS, adopting the Agreement in furtherance of continuing the cooperation and collaboration between the City, the Police Department, and CDS to continue assisting CDS clients and their families 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. Adopting the Agreement in furtherance of continuing the cooperation and collaboration between the City, the Police Department, and CDS to continue assisting CDS clients and their families 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 authorized and directed to execute on behalf of and bind

the City to the terms of the Agreement; and

4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final 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 June, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COOPERATIVE SERVICE AGREEMENT

Whereas, the Lake City Police Department and CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. (Interface Youth Program and Family Action Program and/or Prevention Programs) do hereby agree to work toward the coordination, referral, and effective service delivery of counseling, case management and/or prevention services to clients and their families; and

Whereas, the above organizations recognize a need to utilize services delivered by both organizations for the benefit and welfare of clients and their families, to assure that services are available to clients and families; and

Whereas, the above organizations recognize a need to exchange client-related information with appropriate authorization in order to ensure timely delivery of quality services to the client and family; and

Now, therefore, the Lake City Police Department and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Prevention Programs) do mutually enter into a Cooperative Service Agreement to assist clients and their families.

This agreement shall take effect on July 1, 2025 and expire on June 30, 2027.

Signature of Organization Representative

Title

Date



Signature of CDS Inc. Representative
Cynthia L. Starling

Chief Operations Officer
Title

Date

4/28/25

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

3. City Council Resolution No. 2025-084 - A resolution of the City Council of the City of Lake City, Florida, adopting that certain Memorandum of Understanding with the United States Department of Veteran's Affairs for collaboration with the City of Lake City, by and through the Lake City Police Department in providing certain law enforcement services; making certain findings of fact in support of adopting said Memorandum of Understanding; recognizing the authority of the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Mayor to execute and bind the City to said Memorandum of Understanding; directing the Chief of Police to join the Mayor in executing and binding the City to said Memorandum of Understanding; repealing all prior resolutions in conflict; and providing an effective date.



Lake City Police Department

Intra-Departmental Correspondence Form



25-I-045

To: Don Rosenthal, City Manager
From: Chief Gerald Butler *bio*
Subject: Updated MOU-US Dept of Veterans Affairs & Lake City Police Department
Date: May 12, 2025

The VA has provided us with a revised Memorandum of Understanding due to a new Chief of Police at their facility. Some minor wording has been changed. I am attaching a copy of the current Resolution 2022-130 with changes shown in red.

I have personally met with Chief James Bishop to discuss this MOU.

I would like this placed on Council agenda after the City's attorney has reviewed. Please contact me if there are any questions.

Cc: Administrative File

RESOLUTION 2025-084

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES DEPARTMENT OF VETERAN'S AFFAIRS FOR COLLABORATION WITH THE CITY OF LAKE CITY, BY AND THROUGH THE LAKE CITY POLICE DEPARTMENT IN PROVIDING CERTAIN LAW ENFORCEMENT SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF ADOPTING SAID MEMORANDUM OF UNDERSTANDING; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; DIRECTING THE CHIEF OF POLICE TO JOIN THE MAYOR IN EXECUTING AND BINDING THE CITY TO SAID MEMORANDUM OF UNDERSTANDING; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE;

WHEREAS, the City Council of the City of Lake City, Florida (the "City") and the United States Department of Veterans Affairs, North Florida/South Georgia Veteran's Health System (the "VA") entered into that certain Memorandum of Understanding between the VA and the City pursuant to CITY COUNCIL RESOLUTION 2022-130; and

WHEREAS, the City, finds it is in the City's best interests to revise and renew the Memorandum of Understanding with the VA to provide law enforcement services as described in the attached Memorandum of Understanding between the VA and the City (the "MOU"); and

WHEREAS, the VA and the City mutually and individually desire to enter into the MOU for the purposes of updating and clarifying the terms of the MOU;

WHEREAS, adopting the terms of the MOU in furtherance of fostering continued cooperation between the City, by and through the Lake City Police Department, and the VA to provide certain law enforcement services is in the public interest and in the interests of the City; now, therefore,

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

1. Adopting the terms of the MOU in furtherance of fostering continued cooperation between the City, by and through the Lake City Police Department, and the VA to provide certain law enforcement services is in the public interest and in the interests of the City.
2. In furtherance thereof, the MOU 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 MOU; 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 MOU; and
 6. The Chief of the Lake City Police Department is directed to join the Mayor in executing and binding the City to the terms of the MOU
 7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 8. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2025

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, NORTH
FLORIDA/SOUTH GEORGIA VETERANS HEALTHCARE SYSTEM
AND
LAKE CITY POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) North Florida/South Georgia Veterans Administration Healthcare System (NF/SG VHS) and the Lake City Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the North Florida/South Georgia VHS Police Service and Lake City Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Lake City VA Medical Center (VAMC) located at 619 S Marion Avenue Lake City, Florida 32025 and the Lake City VA Outpatient Clinic (OPC) located at 484 SW Commerce Boulevard, Suite 140, Lake City, Florida 32025.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) Current Jurisdictional Proprietary.

3. GENERAL.

a. Lake City VAMC and Lake City OPC are located in the City of Lake City, Florida. Lake City VAMC and Lake City OPC provide primary, specialty, and extended care to Veterans throughout VHS. The mission of the Lake City VAMC is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The Lake City Police Department has concurrent jurisdiction with the Federal Government over Lake City VAMC and Lake City OPC properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on Lake City VAMC and Lake City OPC properties.

4. RESPONSIBILITIES.

a. NF/SG VHS Police Service will:

(1) Maintain law and order and enforce Federal and state laws and VA regulations at the Lake City VAMC and Lake City OPC, including the hospital building

and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.

(2) Provide primary initial response to any and all incidents or emergency situations at the Lake City VAMC and Lake City OPC.

b. Lake City Police Department will:

(1) Respond to NF/SG VHS Police Service's requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff, or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the Lake City VAMC and Lake City OPC on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Lake City Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Lake City.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, Lake City Police Department may provide investigative assistance to NF/SG VHS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter *into* partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or *entity*.

d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS NORTH FLORIDA/SOUTH GEORGIA
HEALTH CARE SYSTEM

James M. Bishop, Chief of Police
U.S. Dept. Veterans Affairs
NF/SG VA Healthcare System

Date

FOR CITY OF LAKE CITY, FLORIDA

Noah E. Walker, Mayor
City of Lake City, Florida

Date

Gerald Butler, Chief of Police
Lake City Police Department
Lake City, Florida

Date

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

File Attachments for Item:

4. City Council Ordinance No. 2025-2318 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment to the Future Land Use Map of 50 or less acres of land, pursuant to an application, CPA 25-03, submitted by Carol Chadwick, P.E., as agent for TJJ Associates, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; identifying said lands by the 2025 Columbia County Tax Parcel Identification Number 01-4S-16-02703-014; providing for changing the Future Land Use Classification from Residential Medium, allowing up to eight (8) dwelling units per acre to Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Sisters Welcome Road and Century Glen).

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2318 on first reading

ORDINANCE NO. 2025-2318

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING
2 THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY
3 COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN
4 AMENDMENT TO THE FUTURE LAND USE MAP OF 50 OR LESS
5 ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-03,
6 SUBMITTED BY CAROL CHADWICK, P.E., AS AGENT FOR TJL
7 ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE
8 PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT
9 PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH
10 163.3248, FLORIDA STATUTES, AS AMENDED; IDENTIFYING SAID
11 LANDS BY THE 2025 COLUMBIA COUNTY TAX PARCEL
12 IDENTIFICATION NUMBER 01-4S-16-02703-014; PROVIDING FOR
13 CHANGING THE FUTURE LAND USE CLASSIFICATION FROM
14 RESIDENTIAL MEDIUM, ALLOWING UP TO EIGHT (8) DWELLING
15 UNITS PER ACRE TO COMMERCIAL OF CERTAIN LANDS WITHIN
16 THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA;
17 PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN
18 CONFLICT; AND PROVIDING AN EFFECTIVE DATE

19 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of
20 the City of Lake City, Florida, (the "City Council"), to prepare, adopt and implement a
21 Comprehensive Plan; and

22 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the
23 Community Planning Act, empowers and requires the City Council to prepare, adopt and
24 implement a Comprehensive Plan; and

25 **WHEREAS**, an application, CPA 25-03, for an amendment, as described below, to the Future
26 Land Use Plan Map of the City of Lake City's Comprehensive Plan has been filed with the
27 City; and

28 **WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board")
29 has been designated as the Local Planning Agency of the City of Lake City, Florida, (the
30 "LPA"); and

31 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
32 Development Regulations, the Board, serving also as the LPA, held the required public
33 hearing, with public notice having been provided, on said application for an amendment,
34 as described below, and at said public hearing, the Board, serving also as the LPA, reviewed

and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan and recommended the City Council approve said application for amendment, as described below, to the Future Land Use Map of the City's Comprehensive Plan; and

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now, therefore,

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

1. Pursuant to an application, CPA 25-03, submitted by Carol Chadwick P.E., as agent for TJL Associates, LLC, a Florida limited liability company, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the future land use classification of certain lands, the area of such lands being 50 acres or less, such future land use classification on such lands is hereby changed from **RESIDENTIAL MEDIUM, ALLOWING UP TO EIGHT (8) DWELLING UNITS PER ACRE TO COMMERCIAL** on property described, as follows:

A parcel of land lying in Section 01, Township 4 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:

PARCEL: 01-4S-16-02703-014

DESCRIPTION:

COMMENCE AT THE NE CORNER OF SE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN S.87°40'51"W., ALONG THE NORTH LINE OF SAID SE 1/4 A DISTANCE OF

208.75 TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°40'51"W.,
ALONG SAID NORTH LINE A DISTANCE OF 331.73 FEET; THENCE
N.60°19'18"W., 83.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SW
SISTERS WELCOME ROAD; THENCE S.28°51'19"W., ALONG SAID EASTERLY
RIGHT-OF-WAY LINE A DISTANCE OF 24.05 FEET; THENCE S.60°48'21"E.,
57.95 FEET TO A POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF
240.00 FEET, AND AN INTERNAL ANGLE OF 22°58'25"; THENCE RUN
SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF
96.23 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT HAVING A
RADIUS OF 300.00 FEET AND AN INTERNAL ANGLE OF 54°22'41"; THENCE
RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE
OF 284.72 FEET; THENCE N.87°41'12"E., 43.86 FEET; THENCE N.00°20'48"E.,
197.90 FEET TO THE POINT OF BEGINNING. CONTAINING 2.13 ACRES MORE
OR LESS.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR UTILITIES,
DRAINAGE, INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS
FOLLOWS: COMMENCE AT THE NE CORNER OF SE 1/4, SECTION 1,
TOWNSHIP 4 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND
RUN S.00°02'48"E., ALONG THE EAST LINE OF SAID SE 1/4 A DISTANCE OF
535.67 FEET; THENCE N.61°59'33"W., 806.97 FEET TO THE EASTERLY RIGHT-
OF-WAY LINE OF SW SISTERS WELCOME ROAD; THENCE N.28°51'19"E.,
ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 149.90 FEET TO
THE POINT OF BEGINNING; THENCE S.60°48'21"E., 57.95 FEET TO A POINT
OF CURVE TO THE RIGHT HAVING A RADIUS OF 213.00 FEET AND AN
INTERNAL ANGLE OF 22°58'27"; THENCE RUN SOUTHEASTERLY ALONG THE
ARC OF SAID CURVE AN ARC DISTANCE OF 85.41 FEET TO A POINT OF
REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 327.00 FEET AND AN
INTERNAL ANGLE OF 54°16'36"; THENCE RUN SOUTHEASTERLY ALONG THE
ARC OF SAID CURVE AN ARC DISTANCE OF 309.77 FEET TO A POINT OF
REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND AN
INTERNAL ANGLE OF 70°41'09"; THENCE RUN SOUTHEASTERLY ALONG THE
ARC OF SAID CURVE AN ARC DISTANCE OF 18.51 FEET TO A POINT OF
CURVE TO THE LEFT, SAID CURVE BEING A CUL-DE-SAC, AND HAVING A
RADIUS OF 43.00 FEET AND AN INTERNAL ANGLE OF 245°09'01"; THENCE
RUN SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY, ALONG THE ARC
OF SAID CURVE AN ARC DISTANCE OF 183.99 FEET, SAID CURVE BEING
SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.25°50'41"E., 72.47
FEET; THENCE S.87°41'12"W., 46.77 FEET TO A POINT OF CURVE TO THE

RIGHT HAVING A RADIUS OF 273.00 FEET AND AN INTERNAL ANGLE OF 54°35'23"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.11 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET AND AN INTERNAL ANGLE OF 16°50'58"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 78.52 FEET; THENCE S.87°40'51"W., 4.07 FEET; THENCE N.60°19'18"W., 83.11 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF SW SISTERS WELCOME ROAD; THENCE S.28°51'19"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 51.05 FEET TO THE POINT OF BEGINNING.

Containing 1.24 acres, more or less

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

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

4. This ordinance shall be effective upon adoption, subject to the following:

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until Florida Commerce or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to Florida Commerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

141 5. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida
142 Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as
143 amended.

144 **APPROVED, UPON THE FIRST READING,** by the City Council of the City of Lake City at a
145 regular meeting, on the 2nd day of June, 2025.

146 **PUBLICLY NOTICED,** in a newspaper of general circulation in the City of Lake City, Florida,
147 by the City Clerk of the City of Lake City, Florida on the ____ day of _____,
148 2025.

149 **APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE,** by an
150 affirmative vote of a majority of a quorum present of the Lake City City Council, at a regular
151 meeting this ____ day of _____, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2318- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-03, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL MEDIUM, ALLOWING UP TO EIGHT (8) DWELLING UNITS PER ACRE TO COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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. This Business Impact Estimate may be revised following its initial posting.

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

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

ORDINANCE 2025-2318 (CPA25-03)

PRESENTED BY
ROBERT ANGELO



AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

QUESTIONS

Introduction

- Parcel 02703-014 has a current Future Land Use designation of Residential Medium (8 units per acre);
- Petition CPA 25-03 is a request to change the Future Land Use on parcel 02703-014 from Residential Medium to Commercial;
- The parcel is surrounded on the west and north by property with a Future Land Use designation of Commercial, on the east and south by Residential Medium;
- The eastern and southern adjacent parcels are in the initial stages of petitioning for Land Use and Zoning changes.

Location



Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Petition CPA 25-03/Ordinance 2025-2318.

QUESTIONS?



File Attachments for Item:

5. City Council Ordinance No. 2025-2319 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or less contiguous acres of land, pursuant to an application, Z 25-04, submitted by Carol Chadwick, P.E., as agent for TJL Associates, LLC, a Florida Limited Liability Company, the property owner of said acreage; identifying said lands by the 2025 Columbia County Tax Parcel Identification Number 01-4S-16-02703-014; providing for rezoning from Residential Mobile Home 3 (RMH-3) to Commercial Intensive (CI) of said lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (This property is located at the corner of Sisters Welcome Road and Century Glen).

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2319 on first reading

ORDINANCE NO. 2025-2319

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE
2 OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND
3 DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE
4 REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT
5 TO AN APPLICATION, Z 25-04, SUBMITTED BY CAROL CHADWICK, P.E.,
6 AS AGENT FOR TJL ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY
7 COMPANY, THE PROPERTY OWNER OF SAID ACREAGE; IDENTIFYING
8 SAID LANDS BY THE 2025 COLUMBIA COUNTY TAX PARCEL
9 IDENTIFICATION NUMBER 01-4S-16-02703-014; PROVIDING FOR
10 REZONING FROM RESIDENTIAL MOBILE HOME 3 (RMH-3) TO
11 COMMERCIAL INTENSIVE (CI) OF SAID LANDS WITHIN THE CORPORATE
12 LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY;
13 REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN
14 EFFECTIVE DATE

15 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City
16 of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development
17 regulations; and

18 **WHEREAS**, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community
19 Planning Act, requires the City Council to prepare and adopt regulations concerning the use of
20 land and water to implement the comprehensive plan; and

21 **WHEREAS**, an application for an amendment, as described below, has been filed with the City;

22 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been
23 designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

24 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land
25 Development Regulations, the Board, serving also as the LPA, held the required public hearing,
26 with public notice having been provided, on said application for an amendment, as described
27 below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all
28 comments received during said public hearing and the Concurrency Management Assessment
29 concerning said application for an amendment, as described below, and recommended to the
30 City Council approval of said application for an amendment, as described below; and

31 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the
32 required public hearings, with public notice having been provided, on said application for an
33 amendment, as described below, and at said public hearing, the City Council reviewed and
34 considered all comments received during said public hearing, including the recommendation of
35 the Board, serving also as the LPA, and the Concurrency Management Assessment concerning

said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity, or general welfare; now, therefore

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

1. Pursuant to an application, Z 25-04, submitted by Carol Chadwick, P.E., agent for TJL Associates, LLC, a Florida limited liability company, the owner, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed **RESIDENTIAL MOBILE HOME 3 (RMH-3) TO COMMERCIAL INTENSIVE (CI)** on property described, as follows:

A parcel of land lying in Section 01, Township 4 South, Range 16 East, Columbia County, Florida, being more particularly described as follows:

PARCEL: 01-4S-16-02703-014

DESCRIPTION:

COMMENCE AT THE NE CORNER OF SE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN S.87°40'51"W., ALONG THE NORTH LINE OF SAID SE 1/4 A DISTANCE OF 208.75 TO THE POINT OF BEGINNING; THENCE CONTINUE S.87°40'51"W., ALONG SAID NORTH LINE A DISTANCE OF 331.73 FEET; THENCE N.60°19'18"W., 83.11 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SW SISTERS WELCOME ROAD; THENCE S.28°51'19"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 24.05 FEET; THENCE S.60°48'21"E., 57.95 FEET TO A POINT OF A CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET, AND AN INTERNAL ANGLE OF 22°58'25"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 96.23 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND AN INTERNAL ANGLE OF 54°22'41"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 284.72 FEET; THENCE N.87°41'12"E., 43.86 FEET; THENCE N.00°20'48"E., 197.90 FEET TO THE POINT OF BEGINNING. CONTAINING 2.13 ACRES MORE OR LESS.

TOGETHER WITH AND SUBJECT TO AN EASEMENT FOR UTILITIES, DRAINAGE, INGRESS AND EGRESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF SE 1/4, SECTION 1, TOWNSHIP 4 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA AND RUN S.00°02'48"E., ALONG THE EAST LINE OF SAID SE 1/4 A DISTANCE OF 535.67 FEET; THENCE N.61°59'33"W., 806.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SW

SISTERS WELCOME ROAD; THENCE N.28°51'19"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 149.90 FEET TO THE POINT OF BEGINNING; THENCE S.60°48'21"E., 57.95 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 213.00 FEET AND AN INTERNAL ANGLE OF 22°58'27"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 85.41 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 327.00 FEET AND AN INTERNAL ANGLE OF 54°16'36"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 309.77 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND AN INTERNAL ANGLE OF 70°41'09"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 18.51 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE BEING A CUL-DE-SAC, AND HAVING A RADIUS OF 43.00 FEET AND AN INTERNAL ANGLE OF 245°09'01"; THENCE RUN SOUTHERLY, EASTERLY, NORTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 183.99 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N.25°50'41"E., 72.47 FEET; THENCE S.87°41'12"W., 46.77 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 273.00 FEET AND AN INTERNAL ANGLE OF 54°35'23"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 260.11 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 267.00 FEET AND AN INTERNAL ANGLE OF 16°50'58"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 78.52 FEET; THENCE S.87°40'51"W., 4.07 FEET; THENCE N.60°19'18"W., 83.11 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF SW SISTERS WELCOME ROAD; THENCE S.28°51'19"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 51.05 FEET TO THE POINT OF BEGINNING.

Containing 1.24 acres, more or less

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

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

4. This ordinance shall become effective upon adoption, subject to the following:

The effective date of this amendment, Z 25-03, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 25-03. If Future Land Use Plan Map Amendment, CPA 25-

107 03, does not become effective, this amendment, Z 25-04, to the Official Zoning
108 Atlas shall not become effective. No development orders, development
109 permits or land uses dependent on this amendment, Z 25-04, to the Official
110 Zoning Atlas may be issued or commence before it has become effective.

111 5. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida
112 Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as
113 amended.

114 **APPROVED, UPON THE FIRST READING**, by the City Council of the City of Lake City at a regular meeting,
115 on the 2nd day of June 2025.

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

118 **APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE**, by an affirmative vote of
119 a majority of a quorum present of the Lake City City Council, at a regular meeting this ____ day of
120 _____, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2319- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR LESS CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-04, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL MOBILE HOME 3 (RMH-3) TO COMMERCIAL INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

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. This Business Impact Estimate may be revised following its initial posting.

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

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

ORDINANCE 2025-2319 (Z25-04)

PRESENTED BY
ROBERT ANGELO



AGENDA



INTRODUCTION

LOCATION

RECOMENDATION

QUESTIONS

Introduction

- Parcel 02703-014 is currently zoned Residential Mobile Home-3 (RMH-3);
- Petition Z 25-04 is a request to change the Zoning on parcel 02703-014 from RMH-3 to Commercial Intensive (CI);
- The parcel is surrounded on the north by property with a Zoning designation of Commercial Intensive, on the east and south by RMH-3, and on the west by Industrial Light Warehouse (ILW) and Commercial General (CG);
- The eastern and southern adjacent parcels are in the initial stages of petitioning for Land Use and Zoning changes.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Petition Z 25-04/Ordinance 2025-2319.

QUESTIONS?



File Attachments for Item:

6. City Council Ordinance No. 2025-2320 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-05, submitted by the Board of County Commissioners of Columbia County, Florida, relating to voluntary annexation; 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; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located off Highway 100, on SE Enterprise Court).

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2320 on first reading

ORDINANCE NO. 2025-2320

CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO
2 PETITION NO. ANX 25-05, SUBMITTED BY THE BOARD OF COUNTY
3 COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA, RELATING TO
4 VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY
5 LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY
6 COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF
7 LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE
8 CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT
9 THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES
10 IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

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

18 **WHEREAS**, Columbia County, Florida, a political subdivision of the State of Florida, and the owner
19 of certain real property more particularly described herein below (the "Real Property"), has
20 petitioned that the same be voluntarily annexed and incorporated into the boundaries of the
21 City; now therefore

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

- 23 1. Pursuant to a petition, ANX 25-05, by the Board of County Commissioners of Columbia
24 County, Florida, the owner of the Real Property, said Real Property being depicted on
25 Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which
26 Real Property is contiguous to the existing boundaries of the City and is reasonably compact,
27 has petitioned the City to have said Real Property annexed into the City.

28 A parcel of land lying in Section 2, Township 4 South, Range 17 East,
29 Columbia County, Florida. Being more particularly described as follows:

Commence at the Southwest corner of said Section 2; thence North 88°18'10" East 1,305.33 feet, along the South line of said Section 2 to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of said Section 2; thence North 02°33'13" West 1,326.57 feet, along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 2; thence North 89°55'26" West 466.48 feet; thence North 02°54'13" West 1,991.37 feet; thence North 87°05'47" East 351.80 feet to the Point of Beginning; thence North 87°05'47" East 64.21 feet to a point on a non-tangent curve, concave to the Northeast, having a radius of 270.00 feet, an included angle of 34°13'57" and a chord bearing and distance of South 43°20'27" East 160.25 feet; thence, along said curve, an arc distance of 162.66 feet to the point of tangency; thence South 60°36'15" East 185.00 feet to a point on a curve, concave to the Southwest, having a radius of 330.00 feet, an included angle of 07°46'37" and a chord bearing and distance of South 57°21'18" East 37.41 feet; thence, along said curve, an arc distance of 37.44 feet to a point of tangency; thence South 54°03'54" East 553.57 feet; thence South 67°20'31" East 200.00 feet; thence South 02°51'17" West 286.36 feet; thence South 27°44'26" West 444.66 feet; thence South 31°24'58" East 150.00 feet; thence North 76°56'58" East 146.23 feet; thence South 09°59'18" West 133.72 feet; thence South 11°35'50" East 487.77 feet; thence North 89°50'05" West 1,324.18 feet; thence North 02°54'13" West 655.97 feet; thence South 89°55'26" East 771.04 feet to the Western right-of-way line of Southeast Enterprise Court; thence North 02°54'13" West 875.72 feet, along the Western right-of-way line of said Southeast Enterprise Court to a point on a curve that is concave to the Southwest, having a radius of 270.00 feet with an included angle of 57°42'02"; thence Northwesterly, along the arc of said curve, a distance of 271.91 feet; thence North 60°36'15" West 185.00 feet to a point on a curve concave to the Northeast, having a radius of 330.00 feet and an included angle of 38°55'05"; thence Northwesterly, along said curve, 224.15 feet to the Point of Beginning.

Containing 29.35 acres, more or less.

2. The City Council finds the petition bears the signatures of all owners of the Real Property in the area proposed to be annexed.
3. The City Council finds the Real Property is presently contiguous to the boundaries of the City, meets the criteria established by Chapter 171, Florida Statutes, as amended, and should be annexed to the boundaries of the City.
4. The Real Property is hereby annexed to the boundaries of the City, and in every way is a part

of the City.

5. The boundaries of the City are hereby redefined to include the Real Property.
6. Annexation. The Real Property shall continue to be classified as follows: INDUSTRIAL under the land use classifications as designated on the Future Land Use Plan Map of the Columbia County Comprehensive Plan and classified as INDUSTRIAL (I) under the zoning districts as designated on the Official Zoning Atlas of the Columbia County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.
7. Effective January 1, 2026, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.
8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.
9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of this ordinance, a certified copy of this ordinance with the following:
 - a) Florida Department of State, Tallahassee, Florida;
 - b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
 - c) Clerk of the Circuit Court of Columbia County;
 - d) Chief Administrative Officer of Columbia County;
 - e) Property Appraiser of Columbia County;
 - f) Tax Collector of Columbia County; and
 - g) All public utilities authorized to conduct business within the City.
10. Severability. It is the declared intent of the City Council that if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,

99 shall be deemed to be valid.

100 11. Conflict. All ordinances and resolutions, or parts of ordinances and resolutions in conflict
101 with this Ordinance are, to the extent they conflict with this Ordinance, repealed.

102 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City
103 Council of the City of Lake City, Florida.

APPROVED, UPON FIRST READING, by the City Council of the City of Lake City at a regular meeting,
on the 2nd day of June, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the
City Clerk of the City of Lake City, Florida on the 29th day of May, 2025 and 5th day of June, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a
quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of
_____, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

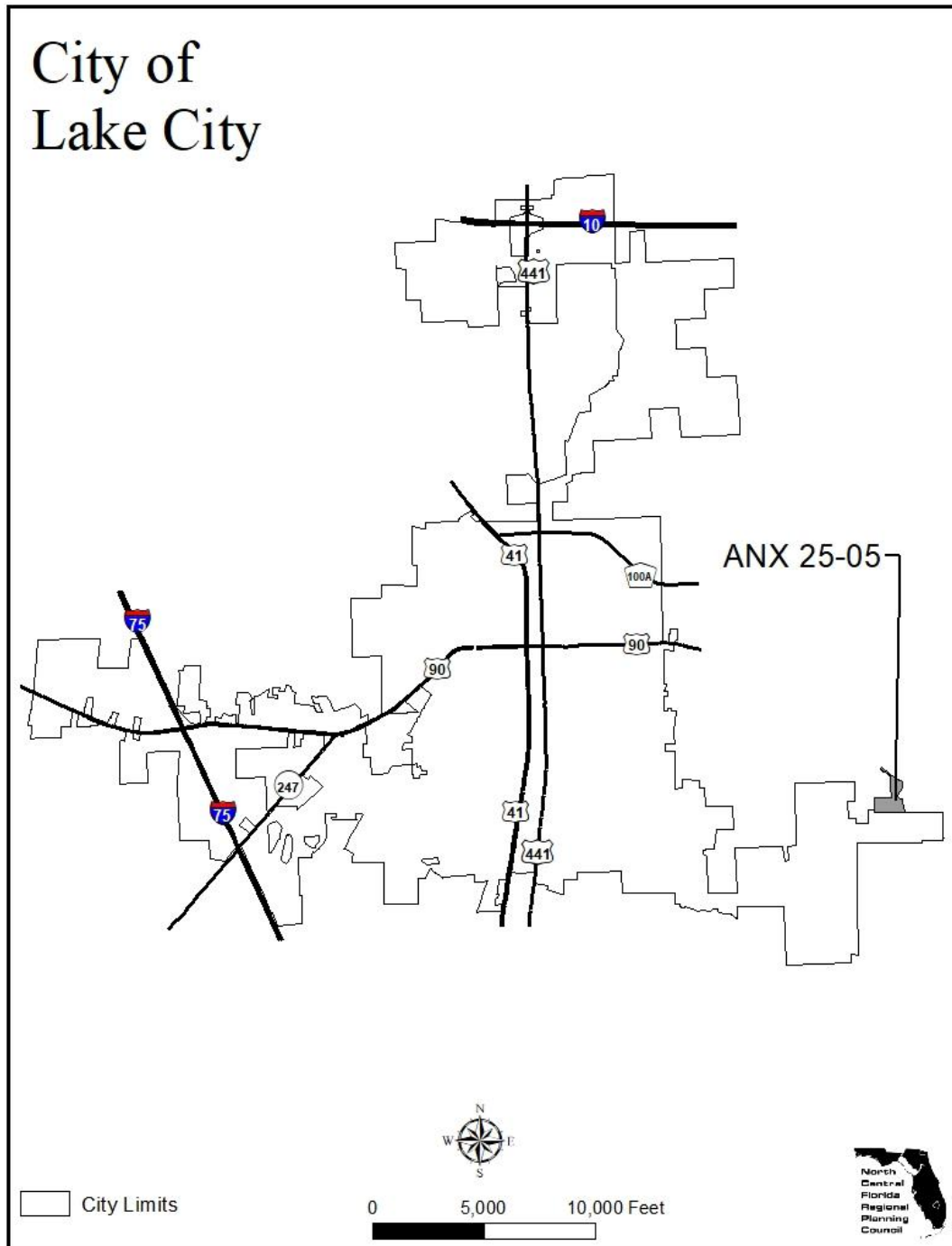
ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Schedule A: Location Map



Business Impact Estimate

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

Proposed ordinance's title/reference: **ORDINANCE 2025-2320**

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-05, SUBMITTED BY REAL TERRACE, LLC RELATING TO VOLUNTARY ANNEXATION; 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; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

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

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

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

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-05, SUBMITTED BY REAL TERRACE, LLC RELATING TO VOLUNTARY ANNEXATION; 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; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.

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

Zero

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

City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by posting on the City website.

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).

ORDINANCE 2025-2320 (ANX 25-05)

PRESENTED BY
ROBERT ANGELO



AGENDA



INTRODUCTION

LOCATION

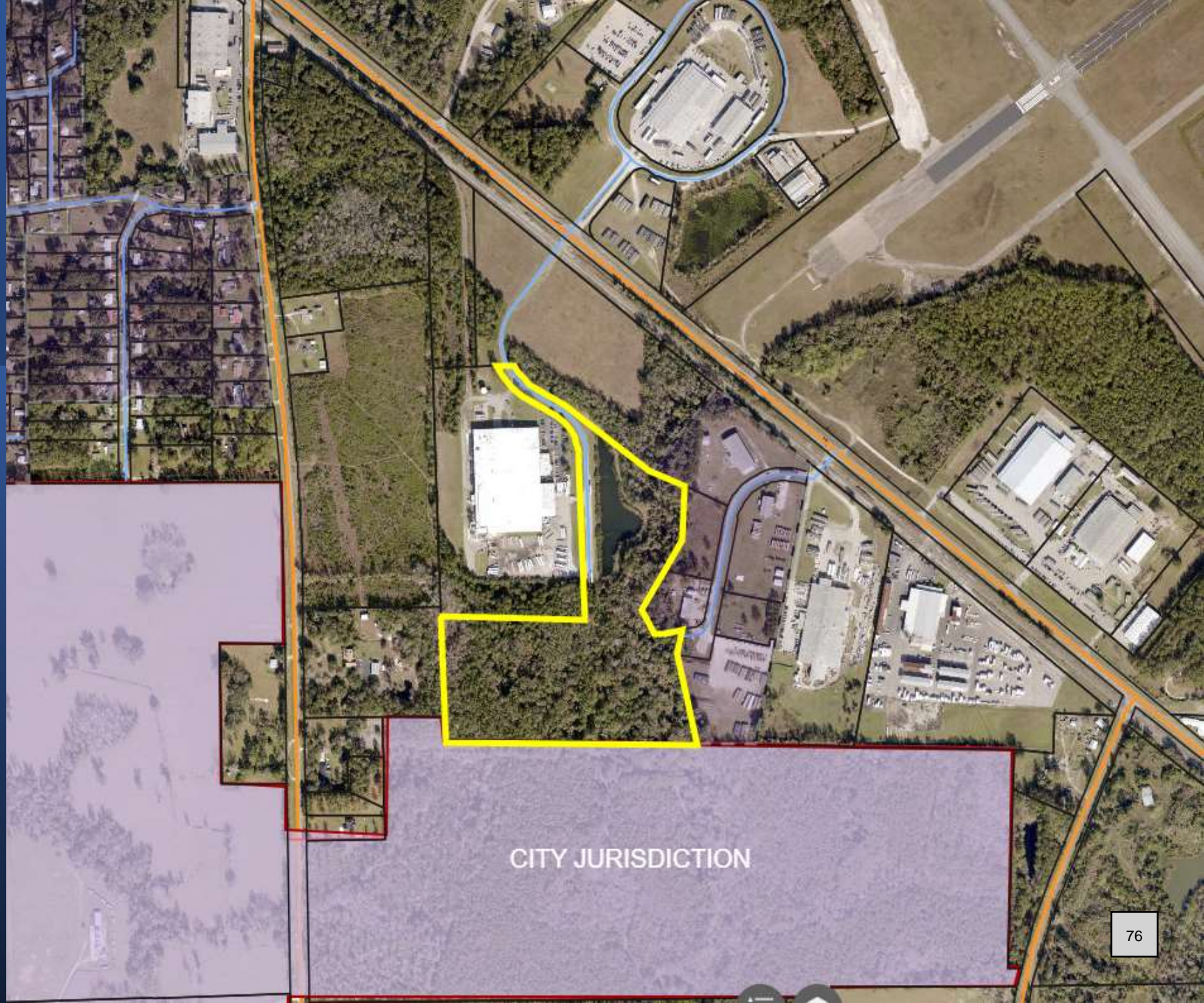
RECOMENDATION

QUESTIONS

Introduction

- Petition ANX 25-05 is a request to annex parcel 07479-001 into the City;
- The parcel is contiguous on one side to the City of Lake City and is reasonably compact;
- The petition meets all applicable statutory criteria for Annexation.

Location



Staff Recommendation

- Approve Ordinance 2025-2320 (ANX 25-05) on first reading.

QUESTIONS?



File Attachments for Item:

7. City Council Ordinance No. 2025-2313 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment concerning 50 or less acres of land, pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County-Highway Interchange to City-Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 5/19/25

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2313 on final reading

ORDINANCE NO. 2025-2313

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT CONCERNING 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY - HIGHWAY INTERCHANGE TO CITY - COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearing, with public notice having been

provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

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

1. Pursuant to an application, CPA 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank f/k/a Drummond National Bank, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from COUNTY - HIGHWAY INTERCHANGE to CITY - COMMERCIAL on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence South 88°55'37" West 1,227.60 feet, along the South line of said Section 34 to the Easterly right-of-way of County Road 252B (SW Callahan Avenue); thence North 03°37'44" East 99.54 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 03°52'43" East 228.72 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to a point of curve; thence Northerly along said Easterly right-of-way along the arc of said curve concave to the east having a radius of 2,824.79 feet, a central angle of 06°24'00", a chord bearing and distance of North 06°18'54" East 315.36 feet, an arc distance of 315.53 feet to the Point of Beginning; thence continue along said Easterly right-of-way along the arc of said curve concave to the East having a radius of 2,824.79 feet, a central angle of 05°08'32", a chord bearing and distance of North 12°05'10" East 253.43 feet, an arc distance of 253.51 feet; thence North 15°25'23" East 182.88 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 60°08'26" East 28.31 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to

the Southerly right-of-way of U.S. Highway 90 and a point on a curve; thence Easterly along said Southerly right-of-way along the arc of said curve concave to the northeast having a radius of 7,689.44 feet, a central angle of 01°18'14", a chord bearing and distance of South 76°05'55" East 175.00 feet, an arc distance of 175.00 feet; thence South 15°25'23" West 460.65 feet; thence North 74°34'37" West 180.11 feet to the Point of Beginning.

Containing 2.01 acres, more or less.

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

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

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Commerce or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Commerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

108 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum
109 present and voting, by the City Council this ____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Tammy Harris, Council Member	<u>✓</u>	_____	_____	_____
Chevella Young, Council Member	<u>✓</u>	_____	_____	_____
Ricky Jernigan, Council Member	<u>✓</u>	_____	_____	_____
James Carter, Council Member	<u>✓</u>	_____	_____	_____

Certification

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



AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2313- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY - HIGHWAY INTERCHANGE TO CITY - COMMERICAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

Ordinance 2025-2313/CPA 25-02

First Reading

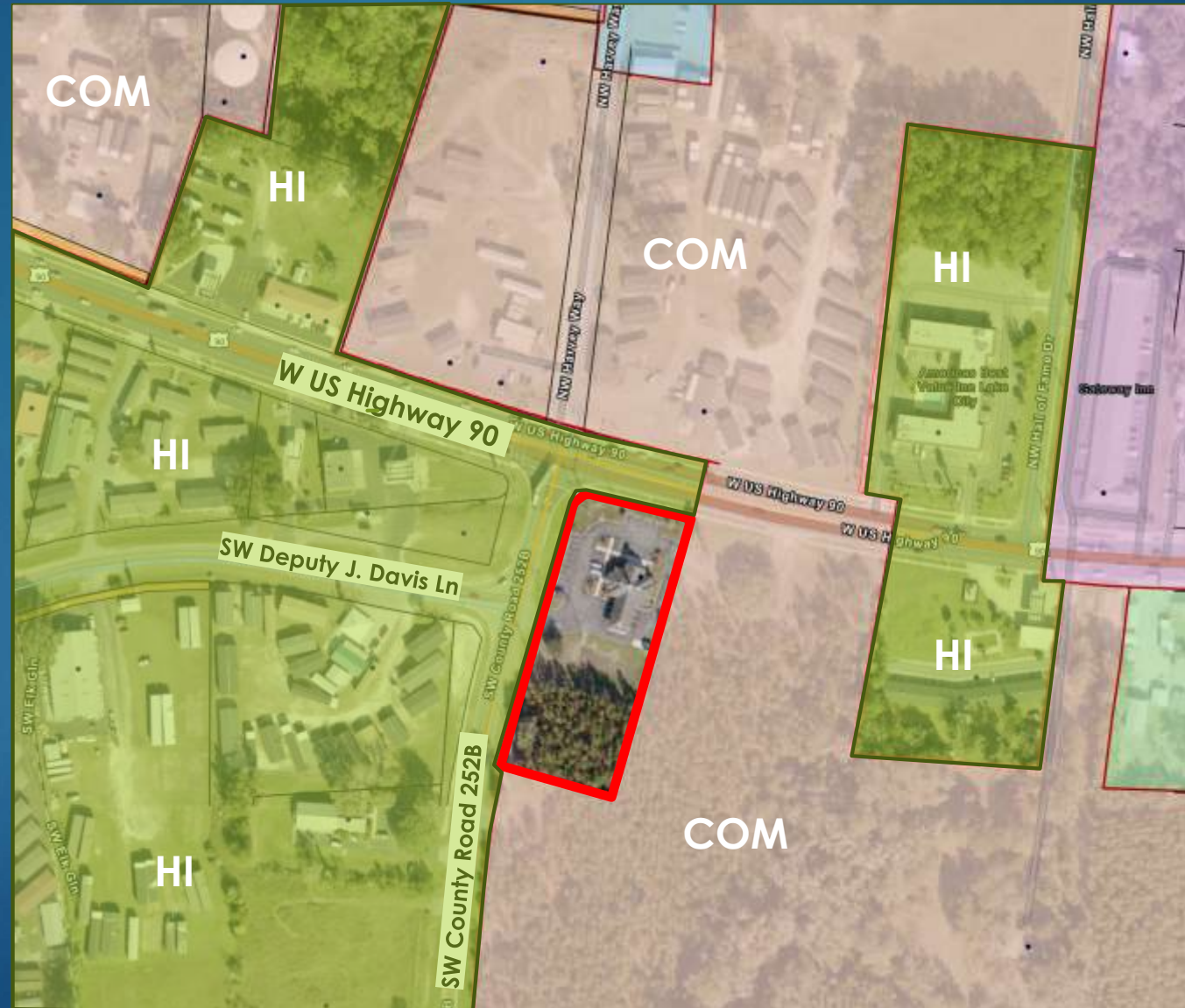
LAND USE CHANGE ON PARCEL #02498-003

May 19, 2025

Introduction

- Parcel 02498-003 was recently annexed into the City and now requires Land Use and Zoning change from County to City designations;
- Petition CPA 25-02 is a request to change the Land Use on parcel 02498-003 from (County) Highway Interchange to (City) Commercial;
- The parcel is surrounded on all sides by property with a Land Use designation of (County) Highway Interchange and (City) Commercial.

Location



Recommended Action

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations;
- On May 13, 2025 the Planning and Zoning Board voted to recommend approval of Petition CPA 25-02/Ordinance 2025-2313 to the City Council;
- Therefore, staff recommends approval by the City Council of Ordinance 2025-2313/CPA 25-02 on first reading.

Questions?

File Attachments for Item:

8. City Council Ordinance No. 2025-2314 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank F/K/A Drummond National Bank, the property owner of said acreage; providing for rezoning from County-Commercial, Highway Interchange (CHI) to City-Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at 3882 W US Highway 90)

Passed on first reading 5/19/25

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

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

Clerk should take custody of exhibits.

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

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2025-2314 on final reading

ORDINANCE NO. 2025-2314

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the

required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

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

1. Pursuant to an application, Z 25-02, by Jacob T. Cremer of Stearns Weaver Miller, as agent for Seacoast National Bank f/k/a Drummond National Bank, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) to CITY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on property described, as follows:

A parcel of land lying in Section 34, Township 3 South, Range 16 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Southeast corner of said Section 34; thence South 88°55'37" West 1,227.60 feet, along the South line of said Section 34 to the Easterly right-of-way of County Road 252B (SW Callahan Avenue); thence North 03°37'44" East 99.54 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 03°52'43" East 228.72 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to a point of curve; thence Northerly along said Easterly right-of-way along the arc of said curve concave to the east having a radius of 2,824.79 feet, a central angle of 06°24'00", a chord bearing and distance of North 06°18'54" East 315.36 feet, an arc distance of 315.53 feet to the Point of Beginning; thence continue along said Easterly right-of-way along the arc of said curve concave to the East having a radius of 2,824.79 feet, a central angle of 05°08'32", a chord bearing and distance of North 12°05'10" East 253.43 feet, an arc distance of 253.51 feet; thence North 15°25'23" East 182.88 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue); thence North 60°08'26" East 28.31 feet, along the Easterly right-of-way of said County Road 252B (SW Callahan Avenue) to the Southerly right-of-way of U.S. Highway 90 and a point on a curve; thence Easterly along said Southerly right-of-way along the arc of said curve concave to the northeast having a radius of 7,689.44 feet, a central

angle of 01°18'14", a chord bearing and distance of South 76°05'55" East 175.00 feet, an arc distance of 175.00 feet; thence South 15°25'23" West 460.65 feet; thence North 74°34'37" West 180.11 feet to the Point of Beginning.

Containing 2.01 acres, more or less.

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

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

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

The effective date of this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, Ordinance Number 2025-2313 (Application CPA 25-02). If Future Land Use Plan Map Amendment, Ordinance Number 2025-2313 (Application CPA 25-02), does not become effective, this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Ordinance Number 2025-2314 (Application Z 25-02), to the Official Zoning Atlas may be issued or commence before it has become effective.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2025.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Tammy Harris, 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 SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2314- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 25-02, BY JACOB T. CREMER OF STEARNS WEAVER MILLER, AS AGENT FOR SEACOAST NATIONAL BANK F/K/A DRUMMOND NATIONAL BANK, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY - COMMERCIAL, HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

Ordinance 2025-2314/Z 25-02

First Reading

ZONING CHANGE ON PARCEL #02498-003

May 19, 2025

Introduction

- Parcel 02498-003 was recently annexed into the City and now requires Land Use and Zoning change from County to City designations;
- Petition Z 25-02 is a request to change the Zoning on parcel 02498-003 from (County) Commercial Highway Interchange to (City) Commercial Highway Interchange (CHI);
- The parcel is surrounded on all sides by property with a Zoning designation of (County) Commercial Highway Interchange.

1



Recommended Action

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations;
- On May 13, 2025 the Planning and Zoning Board voted to recommend approval of Petition Z 25-02/Ordinance 2025-2314 to the City Council;
- Therefore, staff recommends approval by the City Council of Ordinance 2025-2314/Z 25-02 on first reading.

Questions?

File Attachments for Item:

9. City Council Ordinance No. 2025-2317 (final reading) - An ordinance of the City of Lake City, Florida, providing for the permanent closure, vacation, and abandonment of certain portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace abutting real property owned by the Columbia County School District (the "District") pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City in response to an Intergovernmental request from the District; making findings of fact in support thereof; authorizing the City to convey by Quit-Claim Deed to the District all of the closed, vacated, and abandoned portions of NE Bailey Street, NE Lurose Street, and NE Alfonso Levy Terrace; providing for severability; providing for conflicts; and providing for an effective date. (New Niblack School)

Passed on first reading 5/19/25

ORDINANCE NO. 2025-2317

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE PERMANENT CLOSURE, VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE ABUTTING REAL PROPERTY OWNED BY THE COLUMBIA COUNTY SCHOOL DISTRICT (THE "DISTRICT") PURSUANT TO SECTION 86-102 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY IN RESPONSE TO AN INTERGOVERNMENTAL REQUEST FROM THE DISTRICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; AUTHORIZING THE CITY TO CONVEY BY QUIT-CLAIM DEED TO THE DISTRICT ALL OF THE CLOSED, VACATED AND ABANDONED PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Columbia County School District (the "District") is the record title owner of the fee simple title to certain tracts of land lying within the boundaries of the City of Lake City (the "City") generally associated with and in support of Niblack Elementary School; and

WHEREAS, via an intergovernmental request the District requested the City accommodate the District by permanently closing, vacating, and abandoning the following road segments, which road segments are bound on both sides by real property owned by the District (the "Road Segments Subject to Closure"), and to convey all of the City's and public rights, title and interest in and to that vacated portion of said road segments to the District, to wit:

- a. that portion of NE Bailey Street situate and lying between Block 50 and Block 35 of Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the northerly extension of the west right-of-way line of NE Colorado Terrace, and a line parallel therewith, being 125.70 feet west thereof, as more particularly described herein; and
- b. that portion of NE Lurose Street situate and lying between Block 26 and Block 35 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the east right-of-way line of NE Alphonso Levy Terrace, and a line parallel therewith, being 173.00 feet west thereof, as more particularly described herein; and

-
- c. that portion of NE Alphonso Levy Terrace situate and lying between Block 26 and Block 25 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the easterly extension of the south right-of-way line of NE Prince Street, and the south right-of-way line of NE Lurose Street, as more particularly described herein; and

WHEREAS, the City may initiate the closure, vacation, and abandonment of streets and roads under the City's jurisdiction pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City (the "Code"); and

WHEREAS, the City finds the Road Segments Subject to Closure are not needed by the City or the public for any purposes; and

WHEREAS, the City finds it is in the public interest to permanently close, vacate and abandon the Road Segments Subject to Closure; and

WHEREAS, permanently closing, vacating and abandoning the Road Segments Subject to Closure and conveying to the District the title to the Road Segments Subject to Closure, is in the public or community interests, and in furtherance of the public welfare; now, therefore,

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

1. Permanently closing, vacating, and abandoning the Road Segments Subject to Closure and conveying to the District the title to the Road Segments Subject to Closure, is in the public or community interests, and in furtherance of the public welfare; and
2. Pursuant to Section 86-102 of the Code of Ordinances of the City of Lake City, the City of Lake City does hereby permanently close, vacate, and abandon the following segments of road located in City of Lake City, Columbia County, Florida:
 - a. all of that portion of NE Bailey Street situate and lying between Block 50 and Block 35 of Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the northerly extension of the west right-of-way line of NE Colorado Terrace, and a line parallel therewith, being 125.70 feet west thereof, as depicted for demonstrative purposes on Exhibit "A" hereto and being more particularly described as:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 50 in the Northeastern Division

of the City of Lake City, Florida and run North 89°48'17" West, along the North line of said Block 50, being also the South right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence North 00°11'43" East, a distance of 33.00 feet to a point on the South line of Block 35, Northeastern Division of City of Lake City, Florida, being also the North right-of-way line of NE Bailey Street; thence South 89°48'17" East, along said South line of Block 35, Northeastern Division of City of Lake City, Florida, being also said North right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence South 00°11'43" West, a distance of 33.00 feet to the POINT OF BEGINNING.

- b. those portions of NE Lurose Street and NE Alfonso Levy Terrace situate and lying between Block 26 and Block 35 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the east right-of-way line of NE Alphonso Levy Terrace, and a line parallel therewith, being 173.00 feet west thereof, AND situate and lying between Block 26 and Block 25 of the Northeastern Division of City of Lake City, Florida, and otherwise situate and lying between the easterly extension of the south right-of-way line of NE Prince Street, and the south right-of-way line of NE Lurose Street, as depicted for demonstrative purposes on Exhibit "B" hereto and being more particularly described as:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 26 in the Northeastern Division of the City of Lake City, Florida and run North 87°57'33" East, a distance of 33.00 feet to the Northwest corner of Block 25 in the Northeastern Division of the City of Lake City, Florida; thence South 02°02'27" East, along the West line of said Block 25, being also the East right-of-way line of NE Alfonso Levy Terrace, and the Southerly extension of said West line, a distance of 254.99 feet to the Northwest corner of Block 36 in the Northeastern Division of the City of Lake City, Florida; thence South 86°27'33" West, along the Easterly extension of the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida and the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida, being also the South right-of-way line of NE Lurose Street, a distance of 173.00 feet; thence North 02°02'27" West, a distance of 33.01 feet to a point on the South line of Block 26 in the Northeastern

Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street; thence North 86°27'33" East, along said South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street, a distance of 139.99 feet to the Southeast corner of said Block 26; thence North 02°02'27" West, along the East line of said Block 26, being also the West right-of-way line of NE Alphonso Levy Terrace, a distance of 222.85 feet to the POINT OF BEGINNING.

and

3. The City shall convey and transfer by quit-claim deed to the District all of the City's interest and that of the public in and to those portions of NE Bailey Street, NE Lurose Street, and NE Alphonso Levy Terrace herein closed, vacated and abandoned, such conveyances being subject to easements, restrictions, and reservations for utilities and matters related thereto in favor of the City; and
4. The Mayor is hereby authorized and directed to execute and deliver said quit-claim deed to the District, the abutting property owner, as authorized by Section 3 above. If for any reason this transaction is not closed on the part of either the City or the District, all of the District's rights provided for in this ordinance shall terminate and this ordinance shall be null and void; and
5. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentence(s), clause(s) or phrase(s) under application shall not be affected hereby; and
6. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed; and
7. This ordinance shall be effective on the date this transaction is closed and the quit-claim deed from the City to the District is delivered to the District.

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

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the _____ and _____ days of May, 2025.

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SKETCH

OF PART OF NE BAILEY STREET
IN SECTION 29
TOWNSHIP 3 SOUTH, RANGE 17 EAST
COLUMBIA COUNTY, FLORIDA

DESCRIPTION:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 50 in the Northeastern Division of the City of Lake City, Florida and run North 89°48'17" West, along the North line of said Block 50, being also the South right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence North 00°11'43" East, a distance of 33.00 feet to a point on the South line of Block 35, Northeastern Division of City of Lake City, Florida, being also the North right-of-way line of NE Bailey Street; thence South 89°48'17" East, along said South line of Block 35, Northeastern Division of City of Lake City, Florida, being also said North right-of-way line of NE Bailey Street, a distance of 125.70 feet; thence South 00°11'43" West, a distance of 33.00 feet to the POINT OF BEGINNING. Containing 0.10 acres, more or less.

LEGEND
PLS=PROFESSIONAL LAND SURVEYOR
COR.=CORNER
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER
R/W=RIGHT-OF-WAY
LB=LICENSED BUSINESS
P.O.B.=POINT OF BEGINNING

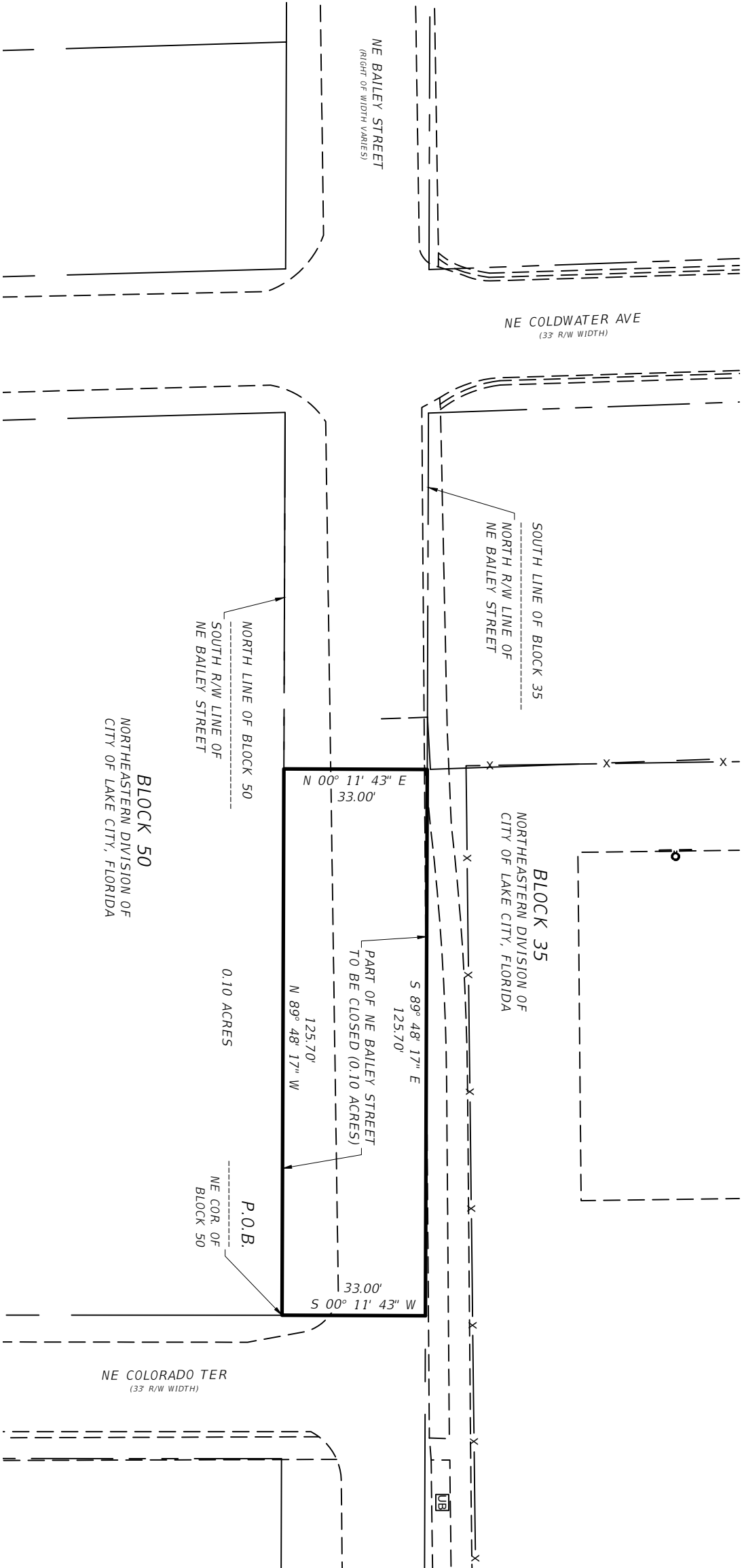


Exhibit "A"
to
Ordinance 2025-2317

R E V I S I O N S				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	
	NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356			1
	2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET			
JOB NO. L240624GIL CA# 29011				GILBANE BUILDING COMPANY

OF PART OF NE LURROSE STREET &
PART OF NE ALFONSO LEVY TERRACE
IN SECTION 29
TOWNSHIP 3 SOUTH, RANGE 17 EAST
COLUMBIA COUNTY, FLORIDA



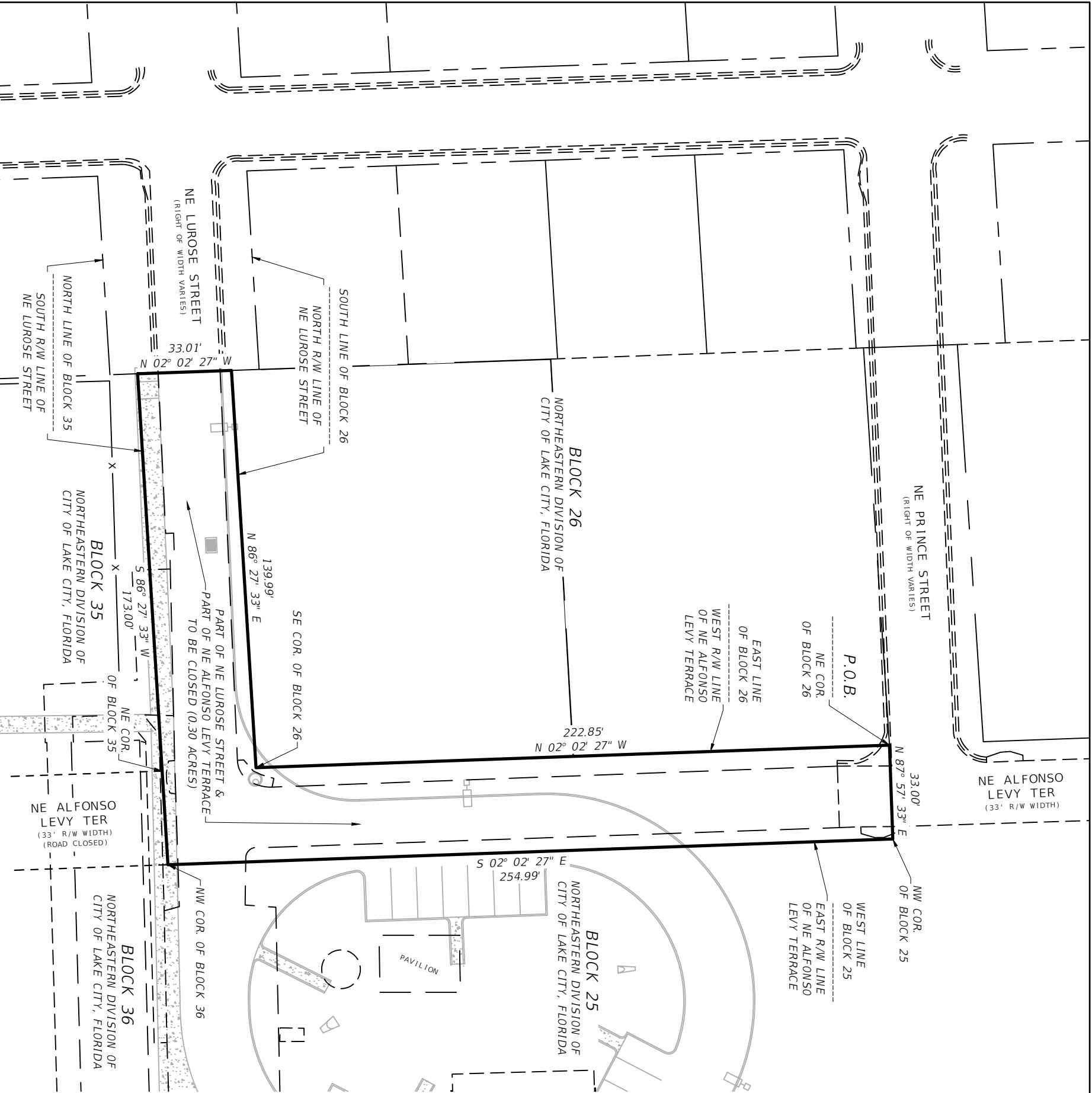
LEGEND
PLS=PROFESSIONAL LAND SURVEYOR
COR= CORNER
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER
R/W=RIGHT-OF-WAY
LB=LICENSED BUSINESS
P.O.B.=POINT OF BEGINNING

Exhibit "B"
to
Ordinance 2025-2317

DESCRIPTION:

A parcel of land in Section 29, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Block 26 in the Northeastern Division of the City of Lake City, Florida and run North 87°57'33" East, a distance of 33.00 feet to the Northeast corner of Block 25 in the Northeastern Division of the City of Lake City, Florida; thence South 02°02'27" East, along the West line of said Block 25, being also the East right-of-way line of NE Alfonso Levy Terrace, and the Southerly extension of said West line, a distance of 254.99 feet to the Northwest corner of Block 36 in the Northeastern Division of the City of Lake City, Florida; thence South 86°27'33" West, along the Easterly extension of the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida and the North line of Block 35 in the Northeastern Division of the City of Lake City, Florida, being also the South right-of-way line of NE Lurose Street, a distance of 173.00 feet; thence North 02°02'27" West, a distance of 33.01 feet to a point on the South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street; thence North 86°27'33" East, along said South line of Block 26 in the Northeastern Division of the City of Lake City, Florida, being also the North right-of-way line of NE Lurose Street, a distance of 139.99 feet to the Southeast corner of said Block 26; thence North 02°02'27" West, along the East line of said Block 26, being also the West right-of-way line of NE Alfonso Levy Terrace, a distance of 222.85 feet to the POINT OF BEGINNING. Containing 0.30 acres, more or less.




R E V I S I O N S				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	
05/12/25	LABEL FOR NORTH LINE OF BLOCK 35 CORRECTED.			1

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Tammy Harris, 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 SIKES, MMC
City Clerk

Business Impact Estimate

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

Proposed ordinance's title/reference:

**ORDINANCE NO. 2025-2317
CITY OF LAKE CITY, FLORIDA**

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE PERMANENT CLOSURE, VACATION AND ABANDONMENT OF CERTAIN PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE ABUTTING REAL PROPERTY OWNED BY THE COLUMBIA COUNTY SCHOOL DISTRICT (THE "DISTRICT") PURSUANT TO SECTION 86-102 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY IN RESPONSE TO AN INTERGOVERNMENTAL REQUEST FROM THE DISTRICT; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; AUTHORIZING THE CITY TO CONVEY BY QUIT-CLAIM DEED TO THE DISTRICT ALL OF THE CLOSED, VACATED AND ABANDONED PORTIONS OF NE BAILEY STREET, NE LUROSE STREET, AND NE ALFONSO LEVY TERRACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

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

This ordinance vacates certain portions of NE Bailey Street, Ne Lurose Street, and Ne Alfonso Levy Terrace abutting real property owned by the Columbia County School District in the vicinity of Niblack Elementary School. The closures are at the request of the school district to promote pedestrian safety around the perimeter of the school – particularly for children - by limiting traffic flows in the area.

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.

No direct economic impact on private, for-profit businesses in the City is anticipated.

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

No businesses are located in the vicinity of the road closures, nor are the closures occurring in a commercial area. All remaining properties in the vicinity of the road closures are accessible by public streets for deliveries and general ingress/egress. The City will retain easements for location and maintenance of utilities on the roads being closed.

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

No additional information is provided.

File Attachments for Item:

10. City Council Ordinance No. 2025-2322 (first reading) - An ordinance of the City of Lake City, Florida, amending Chapter 86, Article I, Section 86-2 of the City of Lake City Code of Ordinances concerning park hours; establishing park hours; providing definitions; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2322

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING
2 CHAPTER 86, ARTICLE I, SECTION 86-2 OF THE CITY OF LAKE CITY
3 CODE OF ORDINANCES CONCERNING PARK HOURS; ESTABLISHING
4 PARK HOURS; PROVIDING DEFINITIONS; PROVIDING FOR
5 SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS;
6 PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE
7 DATE.

8 **WHEREAS**, the City of Lake City, (the “City”), operates city parks for the benefit of the public; and

9 **WHEREAS**, the City Council of the City adopted Ordinance 2024-2275 in 2024, which, among
10 other things, created Section 86-2 entitled *Regulation in Parks; hours; penalties* of the City Code
11 of Ordinances; and

12 **WHEREAS**, said Section 86-2, as enacted established that certain parks have established hours
13 that vary depending on the time of year, which hours are not uniform with other city parks; and

14 **WHEREAS**, the City Council desires uniform hours for all city parks; and

15 **WHEREAS**, the City Council, being fully advised of the facts and circumstances, hereby finds it
16 necessary and in the interest of prudent management of public assets to change the hours of
17 certain city parks such that the hours for all parks are uniform, and accordingly to amend the
18 Code of Ordinances to accomplish same; now therefore

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

20 **SECTION 1. AMENDMENT OF SECTION 86-6 OF THE CODE OF ORDINANCES TO PROVIDE**
21 **DEFINITIONS AND ESTABLISH DIFFERENTIAL HOURS FOR CERTAIN PARKS DEPENDING ON TIME**
22 **OF YEAR**

23 Chapter 86, Article I, Section 86-2 of the City Code of Ordinances is amended as follows
24 (words ~~stricken~~ are deletions; words underlined are additions):

25 **Sec. 86-2. – Regulation in parks: hours; penalties.**

26 (a) *Purpose.* It is the purpose of this section to protect the public health, welfare and
27 safety by regulating the hours of use of and activities in city parks. The City Council
28 finds that these regulations are necessary to protect the safety, integrity and

lawful use of city parks so that they can be enjoyed by all citizens, and that these regulations are the minimum necessary to carry out this purpose. These regulations shall be interpreted to carry out this intent.

(b) *Use of park prohibited when closed.* No person shall use or enter or be present on any portion of any city park during the hours that the park is closed in accordance with this section, unless they are participating in an activity authorized and supervised by the city.

(c) Definitions.

(1) Sunrise means the time on a given day when the sun's upper rim appears on the horizon in the morning, marking the end of dawn and the start of daylight as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

(2) Sunset means the time on a given day when the last part of the sun's upper rim disappears from the horizon in the evening, marking the end of daylight and the start of dusk as determined by the Solar Calculator of the National Oceanic and Atmospheric Administration's Global Monitoring Laboratory or its successor entity.

~~(d)(e) Park hours. Halpatter Park, Kiwanis Park, Lake Desoto Park, Lake Isabella Park, Olustee Park, Sallie Mae Jerry Memorial Park, the Veteran's Plaza, Wilson Park, and Young's Park shall be open from 30 minutes before sunrise until 30 minutes after sunset. Campbell Park/Lake Montgomery Park shall be open from 7:00 A.M. until 8:00 P.M. during the months of June, July, and August. Campbell Park/ Lake Montgomery Park shall be open from 8:00 A.M. until 5:00P.M. at all other times not specified herein.~~

(1) The following parks, year-round, shall open thirty minutes before Sunrise, and remain open until thirty minutes after Sunset:

(i) Halpatter Park,

(ii) Kiwanis Park,

(iii) Lake Desoto Park,

(iv) Lake Isabella Park,

(v) Olustee Park,

(vi) Sallie Mae Jerry Memorial Park,

(vii) the Veteran's Plaza, and

(viii) Wilson Park.

(2) Lake Montgomery Park and Campbell Park.

(i) During periods of the months of April through September when daylight saving time is in effect, Campbell Park and Lake Montgomery Park shall open at 6:30 AM Eastern Daylight Time and close at 8:00 PM Eastern Daylight Time.

(ii) During periods of the months of April through September when daylight saving time is not in effect, Campbell Park and Lake Montgomery Park shall open at 6:30 AM Eastern Standard Time and close at 8:00 PM Eastern Standard Time.

(iii) During periods of the months of October through March when daylight saving time is in effect, Campbell Park and Lake Montgomery Park shall open at 7:30 AM Eastern Daylight Time and close at 5:30 PM Eastern Daylight Time.

(iv) During periods of the months of October through March when daylight saving time is not in effect, Campbell Park and Lake Montgomery Park shall open at 7:30 AM Eastern Standard Time and close at 5:30 PM Eastern Standard Time.

(3) Young's Park.

(i) During periods of the year when daylight saving time is in effect, Young's Park shall open at 7:00 AM Eastern Daylight Time and close at 10:00 PM Eastern Daylight Time.

(ii) During periods of the year when daylight saving time is not in effect, Young's Park shall open at 6:30 AM Eastern Standard Time and close at 10:00 PM Eastern Standard Time.

~~(e)(d)~~ *City manager may set more restrictive closing hours.* The city manager may establish in writing closing hours for parks more restrictive than the closing hours provided above for a period of not more than 30 days during periods of declared emergencies, or when otherwise necessary to protect the public health, welfare and safety, and based upon the following factors to be taken into consideration when the closing hours are set:

(1) The amount of daylight at the time of year during which the closing hours will be in effect.

(2) The availability of artificial lighting.

(3) The ability to provide (and the cost of providing) adequate police protection during the hours the park is open.

(4) The occurrence of acts of vandalism or other crimes in the park.

(5) The prevention of the deterioration of existing buildings, playground apparatus or other structures or facilities.

(6) The prevention of the deterioration of shrubbery, trees and grass.

(7) The protection of new plantings of grass, trees or shrubbery.

~~(f)(e)~~ *Filing memorandum of new hours.* The city manager shall file a memorandum with the city clerk and chief of police establishing any new closing hours set by the city manager pursuant to subsection (4).

~~(g)(f)~~ *City Council may set different opening and closing hours.* The City Council by resolution may at any time set different opening and closing hours for any public park.

(g) *Posting of hours.* A sign shall be posted at each main authorized entrance to each city park identifying the park and stating the ~~current~~ hours during which the park or area is open and closed. The signs shall also indicate that using the park during closed hours is prohibited.

(h) *Allowance of activities.* The city manager may authorize a particular activity to be carried on in a city park during the closed hours set for that park or area, so long as the activity to be carried on does not violate the considerations contained in subsection (d) above and the activity is supervised by at least one city employee. A fee shall be charged for the activity to offset additional costs to the city.

(i) *Penalties.* Pursuant to Florida Statute §162.22, any person who violates this section may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law. The failure of the alleged violator to see or understand, or of the City to erect, any signs or other notices provided for in this section shall not be a defense to or in the prosecution of any violation of this section.

SECTION 2. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

SECTION 3. Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

SECTION 4. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

SECTION 5. This ordinance shall take effect immediately upon its adoption.

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

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

APPROVED AND ADOPTED UPON SECOND READING, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, at a regular meeting this ____ day of May, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Audrey E. Sikes, City Clerk

File Attachments for Item:

11. City Council Resolution No. 2025-080 - A resolution of the City of Lake City, Florida approving that certain lease agreement between the City of Lake City and Air Methods, LLC, a Delaware limited liability company, to lease certain real property located at the Lake City Gateway Airport; 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 2025 - 080

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY AND AIR METHODS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO LEASE CERTAIN REAL PROPERTY LOCATED AT THE LAKE CITY GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”), owns and operates the Lake City Gateway Airport (the “Airport”); and

WHEREAS, Air Methods, LLC, a Delaware limited liability company (the “Tenant”), desires to lease certain real property located at the Airport for aviation-related operations; and

WHEREAS, the City has negotiated the terms of a lease agreement with the Tenant for the use of said property (the “Agreement”); and

WHEREAS, the City and the Tenant mutually and individually desire to adopt and enter into said Agreement: and

WHEREAS, approving 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. Approving 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

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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. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
 6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Airport Land Lease
by and between
City of Lake City, Florida
and
Air Methods, LLC

This **LAND LEASE** ("Lease") is entered into as of the ____ day of June 2025, ("Effective Date") and is by and between the **City of Lake City, Florida**, hereafter **LESSOR**, and **Air Methods, LLC**, a Delaware limited liability company, hereafter **LESSEE**.

RECITALS

WHEREAS, by instruments of transfer ("the Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, Public Records of Columbia County, Florida, LESSOR acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport identified by FAA Location Identifier "LCQ" (the "Airport"); and

WHEREAS, to induce, encourage, and promote commercial development within Columbia County and create employment and services for its citizens, LESSOR has developed and adopted a policy to achieve the greatest possible utilization of the lands at the Airport by leasing portions of the Airport to private parties to establish and locate commercial activities upon the Airport and conduct businesses thereon which are not incompatible with the operation of the Airport for general aviation purposes; and

WHEREAS, LESSEE is engaged in providing emergency air ambulance services in various cities and states, and desires to lease land at the Airport to develop a facility to house its operations and make use of the Airport for its transportation needs; and

WHEREAS, LESSOR is desirous of leasing to LESSEE and LESSEE is desirous of leasing from LESSOR, upon the terms and conditions herein contained, certain real property to be used by LESSEE for operating a 24/7 air ambulance service accompanied by overnight crew sleeping quarters and aircraft parking (such real property being further defined herein as the "Premises"); and

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, LESSOR and LESSEE agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein as material terms of this Agreement as if fully set forth herein.

ARTICLE 2. PREMISES

2.01. **Premises.** LESSEE hereby agrees to lease from LESSOR real property consisting of the helipad, and unimproved ground within the area designed on Exhibit "A", which is attached hereto and made a part hereof.

- 2.02. **As Is Condition.** LESSOR delivers said Premises in "AS IS" condition and implies no further warranties or representations with regard to such as hereinafter described in Leasehold Improvements Section of this document.
- 2.03. **Parking/Common Area.** LESSOR grants to LESSEE a license to use the parking area adjacent to the northern boundary of the Premises in common with other tenants at the Airport.

ARTICLE 3. USES

The Premises shall be used solely by LESSEE for operating a 24/7 air ambulance service limited to two (2) aircraft, accompanied by aircraft parking and overnight crew sleeping quarters for up to four (4) personnel. No other uses of the Premises are permitted unless agreed to in writing by the LESSOR and LESSEE.

ARTICLE 4. TERM

- 4.01. **Term.** This Agreement shall commence on June __, 2025, continue for a term of **five (5)** years, and terminate on June __, 2025.
- 4.02. **Option to Renew.** LESSEE shall have the right to extend for **one (1)** additional **five (5)** year period (the "Option Period"). LESSEE shall provide written notice to LESSOR no later than **one hundred twenty (120)** days prior to the expiration of the Lease, of the intent to exercise the option to extend. Option to Renew will be subject to a Fair Market Rent Adjustment pursuant to Section 5.04 of this document.
- 4.03. **Holdover.** If LESSEE holds over and continues on possession of the Premises after expiration of this Lease or any extension of that term, other than as provided above, LESSEE will be deemed to be occupying the Premises at sufferance from month-to-month tenancy, without limitation of any of the LESSOR's rights or remedies, subject to all of the terms and conditions of this Agreement. The Premises rental shall be based on the same formula as the last month of the Term of the Lease prior to the holdover but shall **double such amount unless otherwise specified in writing by LESSOR.**
- 4.04. **Conditional Termination.** In the event LESSEE, despite its best efforts, is unable to obtain required permitting to site a modular office building on the Premises with the first twelve (12) months of this Lease, Tenant may terminate this Lease with the effective date of such termination occurring no less than ninety (90) days following the provision of written notice of such termination to LESSOR.

ARTICLE 5. RENT, FEES, AND CHARGES

- 5.01. **Rent, Fees, and Charges.** Effective on the Commencement Date herein, LESSEE shall pay the LESSOR in equal monthly installments, in advance, or before the first (1st) day of each and every month without demand, deduction, holdback or setoff, plus applicable sales taxes. The following rents, rates, and charges due herein for the Premises shall be as follows:

During the first (1st) Lease Year of the Term of this agreement, LESSEE shall pay LESSOR \$2,000.00 per month or \$24,000.00 annually, plus any and all taxes, fees, and assessments imposed by governing authorities and due thereon.

- 5.02. **Rental Adjustment.** Commencing on the **first month of the second (2nd) Lease Year**, and every Lease Year thereafter, the building and land lease rent listed under this Article shall be increased by **three (3) percent** over the rent charged for the then-ending Lease Year ("Adjusted Rent"). The sum so calculated shall constitute the new fixed monthly rent for then-beginning Lease Year. The rates following the adjustment shall remain in effect until the next adjustment. For clarification purposes, the adjustments will occur on the first day of each Lease Year.
- 5.03. **Fair Market Rent Adjustment.** Notwithstanding the above and subject to LESSEE exercising its option to renew pursuant to Section 4.02, rent shall be adjusted to the then fair market rent based upon the appraised value as determined by an appraisal made by a qualified M.A.I. appraiser, selected and appointed by the LESSOR ("Appraisal"). Upon receipt of the Appraisal, LESSOR shall submit to LESSEE a written statement of the then current fair market rental values for the Premises as established by the Appraisal. LESSOR may conduct and, if conducted, shall finalize the appraisal within the first six (6) months of the fourth (4th) Lease Year. Should the Appraisal indicate a rent value for the Premises greater than the then current amount, the rent for the sixth (6th) Lease Year (first year of the Option Period) shall be set at the rent value indicated in the Appraisal, provided LESSOR provides to LESSEE written notice of such increased amount at least 150 days prior to the expiration of the first Lease Term. Beginning in the first month of the seventh (7th) Lease Year (second year of the Option Period), the rent shall be adjusted pursuant to this Section 5.03. In no event shall the rent be decreased as a result of the appraisal.
- 5.04. **Failure to Pay Rentals, Fees or Charges.** In the event LESSEE fails to make timely payment of any rent, fees, charges, and payments due and payable in accordance with the terms of this Lease within **ten (10) days** after same shall become due and payable, **interest at the maximum rate allowed by law shall accrue against the delinquent payment from the date due until the date payment is received by LESSOR.** Notwithstanding the foregoing, LESSOR shall not be prevented from terminating this Lease for default in the payment of fees, charges, and payments due to LESSOR pursuant to this Lease, or from enforcing any other right or remedy contained herein or provided by law.
- 5.05. **Service Charge for Worthless Checks** In the event LESSEE delivers a worthless check or draft to LESSOR in payment of any obligation arising under this Lease, LESSEE shall incur a service charge of **Twenty-five Dollars (\$25.00) or five (5) percent of the face amount of such check, whichever is greater.**
- 5.06. **Fees and Charges.** In the event LESSEE engages in any activity or provides any service at the Airport for which other companies operating at the Airport pay a fee to LESSOR, LESSEE shall pay LESSOR fees equivalent to those paid by such other companies for engaging in such activities or providing such services.

5.07. **Revenue Reports and Payments.** LESSEE shall pay all rents, fees, charges and billings required by this Lease to the following address:

City of Lake City
Attn: Finance and Accounting Department
205 North Marion Avenue
Lake City, Florida 32055

5.08. **Triple Net Lease.** This Lease shall be deemed to be “triple net” without cost or expense to LESSOR including, but not limited to, cost and expenses relating to taxes, insurance, and maintenance, including structural, (regardless of whether buildings and improvements are then owned by LESSEE or LESSOR) and the operation of the Premises.

5.09. **Rent a Separate Covenant.** LESSEE shall not for any reason withhold or reduce LESSEE's required payments of rent and other charges provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional rent is a covenant by LESSEE that is independent of the other covenants of the parties hereunder.

ARTICLE 6. TAXES, PERMITS, LICENSES

In addition to those obligations set forth in Article 8, LESSEE shall bear, at its own expense, all costs of operating its equipment and business including any and all ad valorem, sales, use or other taxes levied, assessed or charged upon or with respect to the leasehold estate, the Premises or improvements or property LESSEE places thereon and any assessed against the operation of the business and any ad valorem, sales, use or similar taxes levied or assessed on any payments made by LESSEE hereunder, regardless of whether said items are billed to LESSOR or the LESSEE. LESSEE shall bear all cost of obtaining any permits, licenses, or other authorizations required by LESSOR or law in connection with the operation of its business at the Airport, and copies of all such permits, certificates and licenses shall be forwarded to LESSOR. LESSEE reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the leased Premises or a direct liability on the part of LESSOR.

ARTICLE 7. OBLIGATIONS OF LESSEE

7.01. **LESSEE shall:**

- (a) Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation as an medical air transport at a functioning airport, so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or around the Premises.
- (b) Control, within reason, the conduct of its employees, invitees, and of those doing business with it and, upon objection from LESSOR concerning the conduct, shall promptly take all reasonable steps necessary to remove the cause of objection.

- (c) Remove from the Premises or otherwise dispose of in a lawful manner all garbage, debris and other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or out of its operations. Any such debris or waste which is temporarily stored in the open, shall be kept in suitable garbage and waste receptacles equipped with tight-fitting covers and designed to safely and properly contain whatever material may be placed therein. LESSEE shall use extreme care when effecting removal of all such waste.
- (d) Not commit any nuisance, waste, or damage to the Premises or other areas of the Airport and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises.
- (e) Not create nor permit to be caused or created upon the Airport or the Premises any obnoxious odor, smoke or noxious gases or vapors except those as are customarily associated with the operation of aircraft which aircraft are maintained and operated using best industry practices for same.
- (f) Not do or permit to be done anything which may interfere with effectiveness or accessibility of any utility or other system, including, the drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises.
- (g) Not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.
- (h) Not do or permit to be done any act or thing upon the Premises:
- (i) Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous property; or
- (j) Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.
- (k) Not keep or store flammable liquids within any covered and enclosed portion of the Premises in violation of applicable law or in excess of LESSEE's working requirements. Any such liquids having a flash point of less than 110°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories.
- (l) Pay all applicable sales taxes, ad valorem taxes and any other taxes or assessments with respect to or against the Premises or the leasehold estate, whether billed to the LESSOR or the LESSEE. LESSEE reserves the right to contest any such taxes and withhold payment of such taxes, so long as the nonpayment of such taxes does not result in a lien against the leased Premises or a direct liability on the part of LESSOR.
- (m) Be responsible for all cost and expenses relating to taxes, insurance and maintenance (regardless of whether buildings and improvements are then owned by LESSEE or LESSOR) and the operation of the Premises as this Lease is deemed to be "triple net."

ARTICLE 8. MAINTENANCE AND REPAIR

8.01. **LESSEE's Responsibilities.** LESSEE shall throughout the term of this Lease assume the entire responsibility and shall relieve LESSOR from all responsibility for all repair and maintenance whatsoever with respect to the Premises, whether such repair or maintenance be ordinary or extraordinary, or otherwise, and without limiting the generality hereof, shall:

- (a) Keep at all times in a clean and orderly condition and appearance the Premises and all LESSEE's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.
- (b) Repair and maintain all building systems situated on the Premises such that they are code compliant, including but not limited to HVAC, electrical, fire suppression system, plumbing, compressed air, landscaping, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls and structural support systems.
- (c) Provide and maintain fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any governmental authority having jurisdiction over the Premises.
- (d) Keep all areas of the Premises, including the apron areas, in state of good repair to include repair of any damage to the pavement or other surface of the Premises or any building improvements caused by weathering and/or aging, LESSEE's operations, or by any oil, gasoline, grease lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- (e) Take reasonable anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (f) Be responsible for the maintenance and repair of all utility service lines except common utilities, if any, including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and line, sanitary sewers and storm sewers which are now or which may be subsequently located upon the Premises and used by LESSEE or any subtenants.

8.02. **LESSOR's Rights.** LESSOR shall not be liable for, or required to make, any repairs or perform any maintenance upon the Premises. If LESSEE fails to perform LESSEE's maintenance responsibilities, LESSOR shall have the right, but not the obligation, to perform such maintenance responsibilities, provided LESSOR has first, in any situation not involving an emergency, by written notice to LESSEE, afforded LESSEE a period of thirty (30) days within which to commence corrective action to correct the failure, which may include a corrective action plan. The corrective action plan shall begin corrective action within thirty (30) days, unless in case of emergency, or in the case of written approval by the LESSOR of a later start date. **All costs incurred by LESSOR in performing LESSEE's maintenance responsibility, plus a twenty-five percent (25%) administrative charge, shall be paid by LESSEE within thirty (30) days of receipt of billing therefore.**

ARTICLE 9. LEASEHOLD IMPROVEMENTS

- 9.01. **Improvements.** Except as set forth below, LESSEE shall make no alterations or improvements to the Premises without the prior written consent of the LESSOR. Subject to the remaining provisions of this Lease, upon presentation to LESSOR by LESSEE of a site plan and related technical drawings prepared by a competent engineer retained and compensated by LESSEE, which documents depict helipad improvements, lighting enhancements, site work, modular building location/installation for crew sleeping quarters, and associated vehicular parking areas and sidewalks (the "Contemplated Lessee Improvements"), which depictions are compliant with all applicable laws, ordinances, regulations, and codes of governmental entities having jurisdiction over the Premises, and which Contemplated Lessee Improvements do not otherwise interfere with the reasonable use of the Airport by LESSOR and other tenants of LESSOR at the airport, LESSOR shall approve such Contemplated Lessee Improvements, which approval shall not be unreasonably withheld.
- 9.02. **Conditions When Consent to Improve Given.** If LESSEE requests permission to make improvements or alterations, and permission is granted, LESSEE shall comply with all federal, state and local requirements as well as any restrictions or conditions imposed by LESSOR with respect to the improvements. By way of example and not limitation, such restrictions or conditions by LESSOR may require that LESSEE: (i) obtain all required permits and licenses necessary to comply with applicable zoning laws, building codes, and other laws or regulations of any appropriate governing body; (ii) require that all contractors and subcontractors who are to perform work qualify and be approved by LESSOR; and/or (iii) post with LESSOR a performance and payment bond in an amount equal to the estimated cost of alterations or improvements. In addition to compliance with any restrictions or conditions, LESSEE agrees to pay all costs and expenses necessary to design and construct LESSOR-approved alterations or improvements, and to maintain at its expense the Leased Premises and any improvements, equipment, or displays within the Leased Premises in a good state of repair and preservation.
- 9.03. **Certification of Improvement Costs.** The cost of all future leasehold improvements, fixtures, and equipment installed by LESSEE shall be borne by LESSEE, unless the LESSOR agrees in writing after the date of this Lease to pay any such costs. Upon completion of any leasehold improvements, LESSEE shall furnish LESSOR with a certified statement of all approved improvement costs and that said costs have been satisfactorily paid in full.

ARTICLE 10. ASSIGNMENT

LESSEE shall not sublease or assign, directly or indirectly, this Lease, either in whole or in part, without prior written consent of LESSOR which consent shall not be unreasonably withheld. No request for, or consent to, such assignment shall be considered unless LESSEE shall have paid all rentals, fees, and charges which have accrued in favor of LESSOR and LESSEE shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Lease or as this Lease may be subsequently amended or modified. LESSOR reserves the right to investigate the financial capacity of the proposed assignee prior to making its decision, and LESSEE shall remain liable for all obligations under this Lease which obligations arose prior to such assignment or sublease, provided the contemplated

assignee assumes all unfulfilled obligations of LESSEE, whether known or unknown, as a condition and material term of such assignment.

ARTICLE 11. CONSTRUCTION LIEN

LESSOR's interest in the Premises shall not be subjected to any construction, mechanics, materialman's, tax, laborer's or any other lien, whether LESSOR has given its written approval for the improvements or otherwise, and LESSEE shall save and hold harmless LESSOR and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, LESSEE shall cause same to be satisfied or shall post bond for the lien.

ARTICLE 12. MORTGAGE RIGHTS OF LESSEE

LESSEE shall not mortgage, pledge, or hypothecate its property and leasehold interest without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. As a condition precedent to obtaining the consent of the LESSOR, LESSEE and its lender shall provide to LESSOR written evidence that the priority rights of LESSOR under this Lease will not be adversely affected by such action. In addition, any leasehold mortgage, leasehold deed of trust or other security financing arrangement shall specifically acknowledge that such financing shall never be construed to pledge, mortgage, encumber, hypothecate, alienate or otherwise grant or convey all or any part of the fees simple title to the real property underlying the leasehold estate herein given, or leasehold improvements which are the property of the LESSOR, as the same is publicly-owned property not subject to encumbrance or involuntary sale or divestiture.

ARTICLE 13. UTILITIES

Subject to LESSOR's approval, which approval shall not be unreasonably withheld, LESSEE shall make all provisions it deems necessary for connection to necessary utilities and shall pay the full cost and expense for installation and use of all said utilities. All such utilities shall be segregated by a separately metered account in LESSEE's name and LESSOR shall not be responsible for payment of any utility service used by LESSEE.

ARTICLE 14. SIGNS

14.01. **Written Approval.** Except with prior written approval of LESSOR, which approval shall not be unreasonably withheld or delayed, LESSEE shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises.

14.02. **Removal.** Upon the expiration or termination of the Lease, LESSEE shall remove, obliterate or paint out, as LESSOR may direct, at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of LESSEE to remove, obliterate or paint out each and every sign or

advertising and to so restore the Premises, LESSOR may perform the necessary work and LESSEE shall pay these costs to LESSOR.

ARTICLE 15. INGRESS AND EGRESS

15.01. **Use of Public Way.** LESSEE its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress to the Premises via appropriate public way to be used in common with others having rights of passage within the Premises, provided that LESSOR may, from time to time, substitute other means of ingress and egress so long as an alternate adequate means of ingress and egress is available.

15.02. **Road Closures.** LESSOR may at any time temporarily or permanently close any such roadway, and any other area at the Premises presently or hereafter used as such, so long as a means of ingress and egress is made available to LESSEE. LESSEE hereby releases and discharges LESSOR, its successors and assigns, of and from any and all claims, demands or causes of action which LESSEE may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that LESSOR makes available to LESSEE an alternate means of ingress and egress.

ARTICLE 16. DEFAULT AND TERMINATION RIGHTS OF LESSOR

16.01. **Events of LESSEE Default.** The occurrence of any of the following events shall constitute a default of this Lease:

- (a) LESSEE's failure to (i) pay the rent, or any other sums payable hereunder for a period of ten (10) days after written notice by LESSOR of the date due, or (ii) maintain the insurance required by Article 17, Insurance as required by this Lease;
- (b) LESSEE's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations for a period of thirty (30) days after written notice by LESSOR; provided, however, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and Lessee diligently pursues such cure to completion; or
- (c) The bankruptcy of LESSEE;
- (d) LESSEE making an assignment for the benefit for creditors;
- (e) A receiver or trustee being appointed for LESSEE or a substantial portion of LESSEE's assets;
- (f) LESSEE's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;
- (g) LESSEE's vacating or abandoning the Premises;
- (h) LESSEE's interest under this Lease being sold under execution or other legal process;

- (i) LESSEE's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- (j) Any of the goods or chattels of LESSEE used in, or incident to, the operation of LESSEE's business in the Premises being seized, sequestered, or impounded by virtue of, or under LESSOR of, any legal proceeding;
- (k) LESSEE's failure to comply with its environmental obligations, any laws, programs or audits promulgated by LESSOR or applicable regulatory agencies which may be revised from time to time.

16.02. Remedies. In the event of any of the foregoing events of default, LESSOR, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions:

- (a) Terminate LESSEE's right to possession under the Lease and re-enter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of LESSEE at such rent and under such terms and conditions as LESSOR may deem best under the circumstances for the purpose of reducing LESSEE's liability. LESSOR shall not be deemed to have thereby accepted a surrender of the Premises, and LESSEE shall remain liable for all rent, or other sums due under this Lease and for all damages suffered by LESSOR because of LESSEE's breach of any of the covenants of the Lease.
- (b) Declare this Lease to be terminated, ended and null and void, and re-enter upon and take possession of the Premises whereupon all right, title and interest of LESSEE in the Premises shall end.
- (c) Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

16.03. Habitual Default. Notwithstanding the foregoing, in the event that the LESSEE has frequently, regularly, or repetitively defaulted in the performance of or breached any of the terms, covenants, and conditions required herein to be kept and performed by the LESSEE, and regardless of whether the LESSEE has cured each individual condition of breach or default, the LESSEE may be determined by the LESSOR to be an "habitual violator." At the time that such determination is made, the LESSOR shall issue to the LESSEE a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise LESSEE that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breaches or defaults of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative, and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the LESSOR may terminate this Agreement upon the giving of written notice of termination to the LESSEE, such termination to be effective upon delivery of the notice to the LESSEE.

- 16.04. **Additional Provisions.** No re-entry or retaking possession of the Premises by LESSOR shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to LESSEE, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violations of any of the terms, provision and covenants herein contained. LESSOR's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No forbearance by LESSOR of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that LESSOR may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by LESSOR following repossession.
- 16.05. **Events of LESSOR Default.** In the event that LESSOR defaults under the terms of this Lease, LESSEE shall give LESSOR written notice specifying the nature of the default and LESSOR shall have thirty (30) days after receipt of such notice to cure said default. Any default by LESSOR which shall continue uncured shall give LESSEE the right to terminate the Lease immediately, in addition to all available rights or remedies in law or in equity.
- 16.06. **Waiver of Jury Trial.** LESSOR and LESSEE shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of LESSOR and LESSEE, LESSEE's use or occupancy of the Premises and/or building, and/or claim or injury or damage. In the event LESSOR commences any proceeding to enforce this Lease or LESSOR/LESSEE relationship between the parties or for nonpayment of rent (of any nature whatsoever) or additional monies due LESSOR from LESSEE under this Lease, LESSEE will not interpose any counterclaim of whatever nature or description in any such proceedings. In the event LESSEE must, because of applicable court rules, interpose any counterclaim or other claim against LESSOR in such proceedings, LESSOR and LESSEE covenant and agree that, in addition to any other lawful remedy of LESSOR, upon motion of LESSOR, such counterclaim or other claim asserted by LESSEE shall be severed out of the proceedings instituted by LESSOR and the proceedings instituted by LESSOR may proceed to final judgment in a Court of competent jurisdiction in Columbia County, Florida separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by LESSEE.
- 16.07. **Time of the Essence.** Time is of the essence of this Lease; and in case LESSEE shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, LESSOR may declare LESSEE to be in default of such Lease.

ARTICLE 17. INSURANCE

17.01. **Insurance Required.** LESSEE shall provide, pay for, and maintain the types of insurance described herein. All insurance shall be from responsible companies approved by LESSOR and authorized to do business in the State of Florida. All liability insurance policies of LESSEE required herein shall provide a severability of interest provision. The insurance coverages and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. The required policies of insurance shall be performable in the state of Florida and shall be construed in accordance with the laws of the State of Florida

17.02. **LESSEE Notifications and Certificates of Insurance.** All certificates shall provide that thirty (30) days' prior written notice, by registered or certified mail, return receipt requested, shall be given LESSOR of any cancellation or intent not to renew. If at any time LESSOR requests a written statement from the insurance company as to any impairments to the aggregate Limit, LESSEE shall promptly delivered such statement to LESSOR. LESSEE shall make up any impairment when known to it.

- (a) The acceptance of delivery by LESSOR of any certificate of insurance evidencing LESSEE's insurance coverages and limits does not constitute approval or agreement by LESSOR that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein.
- (b) The certificates of insurance, or other evidence, must be filed with and approved by LESSOR prior to any activity being performed on the Premises by LESSEE. LESSEE shall, before commencement of any work on the Premises, furnish LESSOR evidence that the contractor(s) is covered to the reasonable satisfaction of LESSOR.
- (c) All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

City of Lake City, Florida
Attn: Airport Director
205 North Marion Avenue
Lake City, Florida 32055

- (d) Renewal Certificates of Insurance shall be provided to LESSOR annually.
- (e) No less than thirty (30) days prior to the effective date of such a reduction in coverage, LESSEE shall notify LESSOR in writing of any reductions in insurance limits of coverage required of LESSEE herein.

17.03. **Adequacy of Coverage.**

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- (a) The insurance coverages and limits required of LESSEE are designed to meet the minimum requirements of LESSOR. They are not designed as a recommended insurance program for LESSEE. LESSEE alone shall be responsible for the sufficiency of its own insurance program.
- (b) The limits of the insurance herein required may become inadequate based on LESSEE's activities and industry practices, and LESSEE agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from LESSOR.
- 17.04. **Claims-Made Policies.** If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.
- 17.05. **Failure to Provide Insurance – Termination.** LESSOR may terminate or suspend this Lease at any time should LESSEE fail to provide or maintain: the insurance coverages required in this Lease, evidenced by documentation acceptable to LESSOR.
- 17.06. **Minimum Required Coverage.** The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to LESSOR.
- (a) **Workers' Compensation and Employers' Liability.** Insurance in accordance with the State of Florida Statutory Requirements.
- (b) **Aviation Commercial General Liability.** LESSEE shall maintain in force during the Term of this Agreement comprehensive general public liability and property damage insurance, including products liability/completed operations and personal injury liability insurance, in the minimum amount of \$1,000,000.00 with respect to each person, and in the minimum sum of \$1,000,000.00 with respect to each accident or occurrence, and in the minimum sum of \$1,000,000.00 for injury or damage to property. This insurance shall include coverage for contractual liability assumed under the indemnity provisions of this Agreement. LESSOR shall be named as an additional insured under such policy or policies of insurance.
- (c) **Aircraft Liability.** LESSEE shall maintain aircraft liability insurance covering all aircraft operated by and for LESSEE at limits acceptable to LESSOR but not less than \$1,000,000.00 each occurrence.
- (d) **Business Automobile Liability.** In the event LESSEE operates any owned, non-owned, leased or hired vehicles, insurance shall be maintained by LESSEE as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles which are tagged and used commercially on LESSOR's premises with limits of not less than:
- | | |
|-------------------------|--|
| Bodily Injury Liability | \$1,000,000 limit each person/ \$1,000,000 limit each accident |
|-------------------------|--|

Property Damage Liability **\$1,000,000** limit each accident

OR

Bodily Injury and **\$1,000,000** Combined Single Limit each occurrence
Property Damage
Liability

- (e) **Umbrella Liability or Excess Liability.** Insurance, shall not be less than **\$1,000,000** each occurrence and aggregate. The limits of primary liability insurance for the General Liability and Employers' Liability insurance coverages required in this section shall be not less than **\$500,000** Combined Single Limit each occurrence and aggregate where applicable for Bodily Injury, Personal Injury, and Property Damage liability.

17.07. **Additional Insured** LESSEE agrees to endorse LESSOR as an Additional Insured with a CG2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability and Business Automobile Liability. The Additional Insured shall read **"City of Lake City, Florida."**

17.08. **Right to Revise or Reject** LESSOR reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the LESSOR reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 18. INDEMNIFICATION AND LIMITATION OF LIABILITY

LESSEE agrees to protect, defend, reimburse, indemnify and hold LESSOR, its agents, employees and elected officers and each of them (collectively, "LESSOR Indemnitees"), free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including, without limitation, reasonable attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against or any LESSOR Indemnitee by reason of any damage to property or the environment, including any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals or other substances deemed by the EPA to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with LESSEE's performance under this Lease, LESSEE's negligent use or occupancy of the Premises, LESSEE's negligent acts, omissions or operations hereunder or the performance, nonperformance or purported performance of LESSEE or any breach of the terms of this Lease. LESSEE recognizes the broad nature of this indemnification and hold harmless clause, and acknowledges that LESSOR would not execute this Lease without this indemnity. This clause shall survive the expiration or termination of this Lease.

Compliance with the insurance requirements as attached hereto shall not relieve LESSEE of its liability or obligation to indemnify LESSOR as set forth in this Article.

To the extent permitted by applicable law, LESSOR agrees to indemnify and save LESSEE harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorneys' fees) that LESSEE may sustain: (a) to the extent caused by or arising out of the negligence or willful misconduct of LESSOR, its employees, agents or contractors, or (b) to the extent caused by or arising out of any breach or default by LESSOR in the performance of its obligations under this Lease beyond applicable periods of notice and cure.

In no event shall either party, its employees, agents, or contractors be liable under this Lease to the other party for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, revenue or profit, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not either party was advised of the possibility of such damages.

ARTICLE 19. COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

The parties shall at all times comply with applicable federal, state and local laws and regulations, and airport rules and regulations as they shall exist from time to time, and other mandates whether existing or as promulgated from time to time by the federal, state or local government, or, in the case of LESSEE, promulgated by LESSOR including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to LESSEE precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of the federal, state or local governments or the LESSOR.

ARTICLE 20. ENVIRONMENTAL REGULATIONS

20.01. **Environmental Representations.** Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease requirements, and any other covenants and warranties of LESSEE, LESSEE hereby expressly warrants, guarantees, and represents to LESSOR, upon which LESSOR expressly relies that:

- (a) LESSEE is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by LESSEE of its operations pursuant to or upon the Premises. LESSEE agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- (b) LESSEE agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;

- (c) LESSEE shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- (d) LESSEE, its employees, agents, contractors, and all persons working for, or on behalf of LESSEE, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- (e) Except in the case of de minimis quantities of such materials for routine fuel testing and aircraft maintenance purposes, LESSEE agrees that it will neither handle nor store any toxic waste materials on the Premises.
- (f) LESSEE shall provide LESSOR satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required.
- (g) LESSEE agrees to cooperate with any investigation, audit or inquiry by LESSOR or any governmental agency regarding possible violation of any environmental law or regulation.

20.02. **Generator of Hazardous/Medical Waste.** If LESSEE is deemed to be a generator of hazardous and/or medical waste, as defined by state, federal, or local law, LESSEE shall obtain any and all applicable permits or licenses from such agencies as is required by federal, state, or local laws, regulations, and codes, and shall otherwise comply with all federal, state, regional and local requirements imposed upon a generator of such waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

20.03. **Inventory List.** LESSEE shall maintain an accurate inventory list (including quantities) of all such hazardous, and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by LESSOR officials and also by fire department officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

20.04. **Notification and Copies.** Notification of all hazardous waste activities by LESSEE shall be provided on a timely basis to LESSOR or such other agencies as required by law. LESSEE agrees a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to LESSOR and to such appropriate governmental entities, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations.

LESSEE agrees to provide LESSOR copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days prior to their required submittal to regulatory agencies having jurisdiction over such matters.

20.05. Violations.

- (a) If LESSOR receives a notice from any governmental entity asserting a violation by LESSEE of LESSEE's covenants and agreements contained herein, or if LESSOR otherwise has reasonable grounds upon which to believe that such a violation has occurred, LESSOR shall notify LESSEE, and LESSOR shall have the right, but not the obligation, to contract, at LESSEE's sole cost and expense, for the services of persons ("Site Reviewers") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to LESSOR. The Site Reviewers shall perform such tests on the Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. LESSEE shall supply such information as is requested by the Site Reviewers.
- (b) If LESSEE receives a Notice of Violation or similar enforcement action or notice of noncompliance, LESSEE shall provide a copy of same to LESSOR within seventy-two (72) hours of receipt by LESSEE or LESSEE's agent. Violation of any part of the provisions of this Article or disposition by LESSEE of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease if not cured within thirty (30) days of receipt of notice from LESSOR shall be grounds for termination of this Lease, and shall also provide LESSOR grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease. Notwithstanding the foregoing, such failure shall not constitute an event of default if such failure is not susceptible of being cured within thirty (30) days and LESSEE diligently pursues such cure to completion.

ARTICLE 21. ENVIRONMENTAL INSPECTION

Within the last sixty (60) days of the Lease or after Lease termination, LESSOR shall have the right to have an environmental inspection performed to determine the status of any hazardous substances or hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601(14) pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

LESSEE hereby expressly agrees to indemnify and hold LESSOR harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, LESSEE's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. LESSEE understands that this indemnification is in addition to and is a supplement of LESSEE's indemnification set

forth in other provisions of this Lease and LESSEE is in full understanding to the extent of this indemnification and hereby expressly acknowledges that it has received full and adequate consideration and that LESSOR would not execute this Lease without this Indemnity. This provision of the lease shall survive termination of the Lease.

With regard to any contamination caused by LESSEE or arising by reason of LESSEE's use or occupancy of the Premises, LESSEE shall promptly take such action as is necessary to clean up and remediate the Premises at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by LESSOR, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Florida or the United States government and be acceptable to LESSOR.

LESSEE understands and agrees it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table under the Premises caused by LESSEE or occurring by reason of LESSEE's use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until the Premises are retested and determined to be free of contamination.

ARTICLE 22. STORAGE TANKS

LESSEE agrees it will not have any underground or above ground storage tanks on the Premises unless specifically authorized in writing by LESSOR. If any tank is authorized by LESSOR, LESSEE covenants and agrees that it will comply with all Federal, State and local laws and regulations concerning the installation, operation, maintenance and inspection of above ground and underground storage tanks ("Tanks") including financial responsibility requirements.

ARTICLE 23. FAA APPROVAL AND REQUIREMENTS

23.01. **FAA Approval.** This Lease may be subject to approval of the Federal Aviation Administration (herein referred to as the "FAA"). If the FAA disapproves the Lease, either party may terminate the Lease by providing written notice.

23.02. **Non-Exclusive Right.** This Lease Agreement shall not be deemed a grant of any exclusive right for the use of the Lake City Gateway Airport or the granting of exclusive rights prohibited by any state, federal or local statutes or regulations.

ARTICLE 24. AMERICANS WITH DISABILITIES ACT

LESSEE shall generally comply with the requirements of "The Americans with Disabilities Act" (ADA) as it shall exist and be amended from time-to-time. Additionally, the LESSOR shall specifically comply with the requirements of the ADA in its design and construction of improvements on the Premises.

ARTICLE 25. NONDISCRIMINATION

LESSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) LESSEE shall use the Airport Premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease.

ARTICLE 26. RIGHTS RESERVED TO LESSOR

Rights not specifically granted to LESSEE by this lease are expressly and independently reserved to LESSOR. LESSOR expressly reserve(s) the right to prevent any use of the described Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 27. RIGHT TO ENTRY

LESSOR shall have the right to enter the Premises following **twenty four (24) hours notice** to LESSEE and at reasonable times to inspect the Premises for the purpose of determining whether LESSEE is in compliance with the requirements of this Lease. If upon inspecting the Premises, the LESSOR reasonably determines that the LESSEE is not in compliance with this Lease, the LESSOR shall provide the LESSEE with a written notice of noncompliance listing the maintenance and repair items that are in noncompliance. If the LESSEE does not initiate corrective action to cure the items in noncompliance within ten (10) calendar days and pursue in a diligent manner to complete actions to cure said noncompliance, the LESSOR may cure said noncompliance items. In the event the LESSOR cures noncompliance items, the LESSEE agrees to be liable to the LESSOR for payment of all costs incurred by the LESSOR, including costs and administrative overhead fee of twenty five percent (25%), which shall be due and payable to the LESSOR within thirty (30) calendar days from the date of written notice from the LESSOR.

ARTICLE 28. RIGHT OF FLIGHT

It shall be a condition of this Lease that LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by LESSOR, including the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

LESSEE further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

ARTICLE 29. PROPERTY RIGHTS RESERVED

This Lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which LESSOR acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. LESSEE understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

Supplemental to the foregoing, and not as a limitation thereof, this Lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the LESSOR and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the LESSOR or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the LESSOR to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

ARTICLE 30. QUIET ENJOYMENT

LESSOR covenants that LESSEE shall and may peaceably and quietly have, hold and enjoy the demised Premises and all parts thereof for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 31. EMINENT DOMAIN

In the event any federal, state or local governmental entity shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part of the Airport, including any portion assigned to LESSEE, LESSEE shall have no right of recovery whatsoever against LESSOR but shall make its claim for compensation solely against such governmental entity.

ARTICLE 32. SUBORDINATION OF BOND RESOLUTION

This Lease and all rights of LESSEE hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by LESSOR to secure Bond financing. This Lease is subject and subordinate to the terms, covenants, and conditions of any Bond Resolution heretofore or hereafter adopted that authorizes the issuance of Bonds by LESSOR. LESSOR may amend or modify the Bond Resolution or make any change thereto. Conflicts between this Lease and the Bond Resolution shall be resolved in favor of the Bond Resolution.

ARTICLE 33. FEDERAL RIGHT TO RECLAIM

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate and LESSOR shall be released and fully discharged from any and all liability hereunder. In the event of such termination, LESSEE's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving LESSEE from any of its liabilities relating to events or claims of any kind whatsoever prior to this termination.

ARTICLE 34. FORCE MAJEURE

Neither the LESSOR nor LESSEE shall be deemed in violation of the Lease if it is prevented for preforming any of its obligations hereunder by reasons of Acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions or any other circumstances for which are not in its control. In the event of circumstances as outlined above the LESSOR and LESSEE shall mutually agree upon an equitable adjustment of the rates, fee and changes payable to the LESSOR, determined by the precise nature of the events causing the non-performance of the LESSEE's obligation hereunder.

ARTICLE 35. SURRENDER OF PREMISES

For existing Premises owned by the airport sponsor and leased to the LESSEE. LESSEE shall surrender up and deliver the leased Premises to LESSOR upon expiration or termination of this Lease in the same condition as existed at the commencement of the Lease, ordinary wear and tear excepted. Provided LESSEE is not in violation of any of the terms and conditions herein or in default in the payment of rents, fees and any charges required under this Lease, LESSEE, at the termination of this Lease, shall remove all of its personal property from the Premises forthwith. Failure on the part of LESSEE to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to LESSOR for whatever disposition is deemed to be in the best interest of LESSOR. Any costs incurred by LESSOR in the disposition of such personal property shall be borne by LESSEE.

ARTICLE 36. TITLE TO IMPROVEMENTS

Except in the case of manufactured buildings located on the Premises by LESSEE, which buildings are constructed to a code other than the Florida Building Code, or are otherwise titled with a vehicle title issued by the Florida Department of Highway Safety and Motor Vehicles, all permanent improvements of whatever kind or nature, including but not limited to, all buildings and all equipment installed therein which, under the laws of the State of Florida, are part of the realty, heating and air conditioning equipment, interior and exterior light fixtures, fencing, landscaping, paving, tie-down facilities and all other permanent improvements which become part of the realty placed upon the Premises, with or without consent of LESSOR, shall become and be deemed to be a part of the Premises, shall be free and clear of all liens and shall become the property of LESSOR, upon termination or default of this Lease and shall remain on the Premises unless otherwise directed by the LESSOR. Title to all personal property, furnishings and trade fixtures, unless paid for by the LESSOR, shall be and remain with LESSEE and may be removed from the Premises at any time, provided LESSEE is not then in default thereunder, and further

provided LESSEE exercises care in the removal of same and repairs any damage to the Premises caused by said removal. Personal property, furnishing and trade fixtures which are paid for by the LESSOR shall be titled to the LESSOR, and shall not be removed from the Premises without prior written consent of the LESSOR. Upon written demand, LESSEE shall execute and deliver to the LESSOR a proper document on conveyance evidencing such transfer or title. In the event a reputable, independent engineer is hired by the LESSOR and such engineer determines that the structures have reached the end of their useful life, the LESSEE shall remove the structures at no cost to the LESSOR.

ARTICLE 37. NO ACCEPTANCE OF SURRENDER

No act or thing done by LESSOR or LESSOR's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 38. PERSONAL PROPERTY

Any personal property of LESSEE or of others placed in the leased Premises shall be at the sole risk of LESSEE or the owners thereof, and LESSOR shall not be liable for any loss or damage thereto, except for such loss or damaged caused by LESSOR or LESSOR's employees, agents or contractors, and LESSEE hereby waives all rights of subrogation or recovery from LESSOR for such damage, destruction or loss.

ARTICLE 39. CORPORATE TENANCY

If LESSEE is a limited liability company, the undersigned officer of LESSEE hereby warrants and certifies to LESSOR that LESSEE is a limited liability company in good standing and is authorized to do business in the State of Florida and shall provide proof of good standing to LESSOR. The undersigned signatory of LESSEE hereby further warrants and certifies to LESSOR that he or she, as such signatory, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto.

ARTICLE 40. APPLICABLE LAW AND VENUE

This Lease shall be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Lease shall be in Columbia County, Florida. Any action for breach of or enforcement of any provision of this Lease shall be brought in the court of appropriate jurisdiction in and for Columbia County, Florida.

ARTICLE 41. ATTORNEY'S FEES AND COSTS

The prevailing party in any litigation relating to or arising from this Lease shall be entitled to recover its expenses (including court costs and the reasonable fees and expenses of its legal counsel), both at the trial and appellate levels relating to such litigation.

ARTICLE 42. INVALIDITY OF CLAUSES

Airport Land Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Air Methods, LLC, (LESSEE)

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 43. NOTICES AND COMMUNICATIONS

All notices or other communications to LESSOR or to LESSEE pursuant hereto shall be deemed validly given, served, or delivered, upon delivery in person or by courier service, and if mailed upon three (3) days after deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

if to LESSOR:

City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055
Attention: City Manager
Email Address: BrunerJ@lcfla.com

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

City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055
Attention: City Attorney
Email Address: TBD

if to LESSEE:

Air Methods, LLC
5500 South Quebec Street, Suite 300
Greenwood, Colorado 80111
Attention: Vice President, Southeast Region

With copies to (which will not constitute notice):

Air Methods, LLC
5500 South Quebec Street, Suite 300
Greenwood, Colorado 80111
Attention: Legal Department
E-mail Address: realestate@airmethods.com

Air Methods, LLC
Email Addresses: Trevor.Hicks@airmethods.com and
Angela.Burdette@airmethods.com

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 44. RELATIONSHIP OF THE PARTIES

LESSEE is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and LESSOR shall in no way be responsible for such acts or omissions.

ARTICLE 45. MISCELLANEOUS

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease represents the complete agreement between the parties and any prior understandings or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the LESSOR and LESSEE hereto.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and seals the day and year first above written.

LESSOR:

City of Lake City, Florida

LESSEE:

Air Methods, LLC, a Delaware limited liability company

Noah E. Walker, Mayor

By: Matt Turner, Vice President, Field Operations

Airport Land Lease
Lake City Gateway Airport

City of Lake City, Florida (LESSOR)
Air Methods, LLC, (LESSEE)

EXHIBIT "A"

EXHIBIT "A"

Legal Description of Premises

COMMENCE at the point of intersection of the East line of the West 1/2 of the Northeast 1/4 of Section 35, Township 3 South, Range 17 East, Columbia County, Florida and the Southerly Right-of-Way line of U.S. Highway No. 90, said point being on the arc of a curve concave to the Southeast having a radius of 4460.54 feet and a central angle of $02^{\circ}33'02''$, said curve also have a Chord Bearing and Distance of $S.77^{\circ}29'22''W.$ 198.55 feet; thence run Westerly along the arc of said curve, being also said Southerly Right-of-Way line of U.S. Highway No. 90 a distance of 198.57 feet to the Point of Tangency of said curve; thence $S.76^{\circ}12'51''W.$ still along said Southerly Right-of-Way line of U.S. Highway No. 90 a distance of 1059.90 feet; thence $S.48^{\circ}53'52''E.$ 60.75 feet to the POINT OF BEGINNING; thence continue $S.48^{\circ}53'52''E.$ 58.39 feet; thence $S.38^{\circ}38'12''W.$ 44.36 feet; thence $S.48^{\circ}16'58''E.$ 103.28 feet; thence $S.40^{\circ}56'16''W.$ 91.03 feet; thence $N.49^{\circ}36'41''W.$ 245.51 feet; thence $N.70^{\circ}22'51''E.$ 65.85 feet; thence $N.07^{\circ}29'40''W.$ 23.78 feet; thence $N.86^{\circ}30'07''E.$ 94.51 feet to the POINT OF BEGINNING. Containing 0.57 acres, more or less, and highlighted in green color on Attachment "1" attached hereto.



City of Lake City

Image # 11101 - 0051

Date 11.01.11

General Aviation Terminal



727.520.8181
www.aerophoto.com
aer01.dgn 12/3/2012 11:48:13 AM

File Attachments for Item:

12. City Council Resolution No. 2025-085 - A resolution of the City Council of the City of Lake City, Florida, approving the Second Amendment to the standard Grant Agreement Number LPS0090 with the Florida Department of Environmental Protection funding expansion of the Recharge Wetland at the Steedley Sprayfield; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; authorizing the Mayor, after consultation with the City Attorney, to execute such future amendments to the Standard Grant Agreement which amendments accept additional grant funds without otherwise expanding the scope of the project funded by the Standard Grant Agreement or creating additional obligations of the City pursuant to such agreement, as amended; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment Two to FDEP Agreement No. LPS0090

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Don Rosenthal	Department Director Cody Pridgeon	Date 5/22/25
Recommended Action: Accept the terms of the Grant Amendment		
Summary Explanation & Background: <p>The original agreement LPS0090 was effective February 21, 2024 for the City to convert the Steedley Sprayfield into a Recharge Wetland. Amendment No.2 to the agreement is to add an additional \$3.8 million to the original \$6.1 million bringing the total to \$9.9 million due to construction costs estimated to be higher than originally anticipated.</p>		
Alternatives: Not Accept		
Source of Funds: FDEP Grant		
Financial Impact: \$0		
Exhibits Attached: 1) Draft Grant Amendment		

CITY COUNCIL RESOLUTION NO. 2023-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO FACILITATE THE EXPANSION OF THE EXISTING RECHARGE WETLAND THROUGH CONVERSION AT THE STEEDLY SPRAY FIELD SITE TO A GROUNDWATER RECHARGE WETLAND AND REIMBURSE THE CITY FOR CERTAIN COSTS EXPENDED UP TO AN AMOUNT OF \$6,100,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), applied for and has been awarded a grant from the State of Florida, Department of Environmental Protection (hereinafter “DEP”), allowing for the City to seek reimbursement for costs, up to six million, one hundred thousand dollars and zero cents (\$6,100,000.00), associated with the expansion of the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland (hereinafter the “Project”); and

WHEREAS, the City Council finds that accepting the aforementioned grant awarded by the DEP, terms and conditions of such being attached as “Exhibit A”, is in the best interests of the City.

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

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

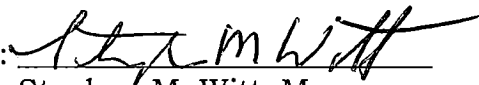
Section 2. The city administration is hereby authorized to accept the DEP

grant and apply for reimbursement of allowable costs up to an amount of six million, one hundred thousand dollars and zero cents (\$6,100,000.00) associated with the Project.

Section 3. The Mayor, or city administration, is authorized to execute any and all documentation relating to the DEP grant.

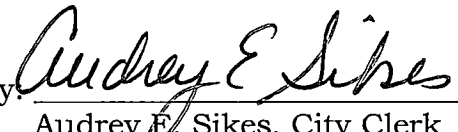
PASSED AND ADOPTED at a meeting of the City Council this 21st day of February 2023.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: 
Audrey E. Sikes, City Clerk

By: 
Thomas J. Kennon, III,
City Attorney

MEETING DATE
2/21/23

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Wetland Grant Agreement

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director Cody Pridgeon	Date 2/6/23
Recommended Action: Accept the terms of the Grant Agreement		
Summary Explanation & Background: <p>Upon renewing the Permits for Kicklighter and Saint Margarets WWTPs FDEP has imposed an Administrative Order stating all Effluent disposal shall meet a total Nitrogen limit of 3 mg/l. The most cost-effective means of achieving this level of treatment is through Treatment Wetlands. In 2016 the City converted one of the 3 Sprayfield to a treatment Wetland through grant funds to achieve better nutrient removal. The Wetlands have proven to be a huge success in both nutrient removal and ease of operation but does not have the capacity to treat all of the City's Effluent. We have applied for and been awarded a grant in the amount of \$6,100,000 to convert one more of the Sprayfields to a treatment Wetland. The proposed project would be the Steedly Field which is located at the North West corner of Sisters Welcome and 242.</p>		
Alternatives: Not Accept		
Source of Funds: FDEP Grant		
Financial Impact: \$6,100,000		
Exhibits Attached: 1) Draft Grant Agreement		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Lake City Recharge Wetland Expansion** Agreement Number: **LPS0090**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Lake City** Entity Type: **Local Government**
- Grantee Address: **205 N. Marion Ave., Lake City, FL 32055** FEID: **59-6000352** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2029**
4. Project Number: Project Location(s): **Lat/Long: (30.1208, -82.6934)**
(If different from Agreement Number)
- Project Description: **The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland.**

5. Total Amount of Funding: \$ 6,100,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 22-23, LATF	\$ 6,100,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 6,100,000.00

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Jillian Bates** Name: **Cody Pridgeon**
- or successor or successor
- Address: **Florida Dept. of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, FL 32399-3000** Address: **527 SW Saint Margarets St.
Lake City, FL 32025**
- Phone: **850-245-2918** Phone: **386-758-5455**
- Email: **Jillian.Bates@FloridaDEP.gov** Email: **pridgeonc@lcfla.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
<input type="checkbox"/> Additional Exhibits (if necessary):

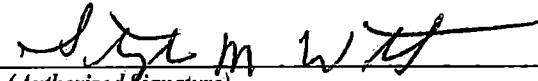
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):		
Federal Award Date to Department:		
Total Federal Funds Obligated by this Agreement:		
Federal Awarding Agency:		
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Lake City

GRANTEE

By


(Authorized Signature)

2/21/2023
Date Signed

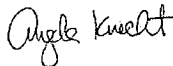
Stephen Whitt, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By



Digitally signed by Angela Knecht
Date: 2023.03.01 14:25:00 -05'00'

Secretary or Designee


Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

 Digitally signed by
Jillian Bates
Date: 2023.03.01
13:53:30 -05'00'

Jillian Bates, DEP Grant Manager

**Gabby Vega-
Molnar**  Digitally signed by Gabby Vega-
Molnar
Date: 2023.03.01 13:57:46 -05'00'

Gabby Vega-Molnar, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

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- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

Attachment 1

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- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPS0090**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Lake City Recharge Wetland Expansion. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment Purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance.
None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

Attachment 2

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15. Additional Terms.
None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Lake City Recharge Wetland Expansion

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1208, -82.6934).

PROJECT BACKGROUND: In 2015/2016, the City of Lake City (Grantee) completed conversion of approximately 120 acres of wastewater spray field to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River Basin Management Action Plan (BMAP) that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora of spring runs. The Grantee has determined that expanding the conversion of their remaining spray fields to recharge wetlands is the most cost-effective approach to meeting the BMAP requirements for the combined flows from the St. Margaret's and Kickligher wastewater treatment facilities. The current project will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD.

PROJECT DESCRIPTION: The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland with the addition of approximately 53 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel. This project is located within the Ichetucknee Priority Focus Area, where reduced nitrate concentrations will provide lower nutrient water to the spring and reduced evapotranspiration losses will benefit the spring through increased flows.

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

Task #1: Design and Permitting

Deliverables: The Grantee will complete the design of the Lake City Recharge Wetland Expansion and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

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: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Lake City Recharge Wetland Expansion.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 following the conclusion of the task.

Task #3: 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.

Task #4: Construction

Deliverables: The Grantee will construct the Lake City Recharge Wetland Expansion in accordance with the construction contract documents.

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.

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 #5: Study

Deliverables: The Grantee will complete a study to verify post-construction performance of the recharge wetland. Activities necessary to complete the study include:

- Collection and analysis of flow, water level, and water quality measurements to allow for optimization of treatment efficiency.
- Document performance of above to demonstrate that the project goals have been achieved.

Documentation: The Grantee will submit a performance verification report containing:

- As-built drawings of the wetland recharge
- Post-construction operational data

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 following the conclusion of the task.

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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$490,000	07/01/2022	06/30/2024
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2022	06/30/2024
3	Project Management	Contractual Services	\$330,000	07/01/2022	12/31/2028
4	Construction	Contractual Services	\$5,140,000	07/01/2022	12/31/2026
5	Study	Contractual Services	\$120,000	07/01/2022	12/31/2028
Total:			\$6,100,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

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

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 6

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Title or Funding Source Description	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	Florida Springs Grant Program - LI 1657	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$6,100,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPS0090
Project Title:	Lake City Recharge Wetland Expansion
Grantee Name:	City of Lake City
Grantee's Grant Manager:	Cody Pridgeon
Reporting Period:	Select Quarter Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Bidding and Contractor Selection

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Project Management

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Construction

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Study

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(*Original Ink or Digital Timestamp*)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

CITY COUNCIL RESOLUTION NO. 2023-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY FIELD WETLAND; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$498,800.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with Wetland Solutions, Inc. (hereinafter "Wetland"), as authorized by City Council Resolution No. 2021-180 to provide the City with engineering and consulting services when and as needed when requested by the City, for any of the City Projects; and

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

WHEREAS, the Florida Department of Environmental Protection approved a grant to the City to convert the existing Steedley Sprayfield to a Treatment Wetland (hereinafter the "Project") and agreed to fund an amount not to exceed \$6,100,000.00 (Agreement Number LPS0090); and

WHEREAS, the City desires to enter into Task Assignment Number One to its Continuing Contract with Wetland for engineering services related to the Steedley Field Wetland, pursuant to the terms and conditions of Task Assignment Number One, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract.

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

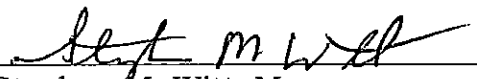
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Number One with Wetland for the additional services.

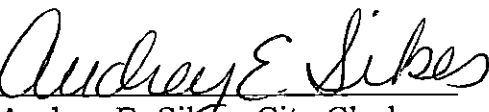
Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number One as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment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

PASSED AND ADOPTED at a meeting of the City Council on this 15th day of May 2023.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: 
Thomas J. Kennon, III,
City Attorney

TASK ASSIGNMENT NUMBER ONE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE STEEDLEY SPRAYFIELD

THIS TASK ASSIGNMENT NUMBER ONE is made and entered into this ____ day of May 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and WETLAND SOLUTIONS, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional engineering and consulting services as authorized by City Resolution No. 2021-180 (the "Continuing Contract").

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

C. The City is in need of professional engineering services related to the conversion of the Steedley Sprayfield to a Treatment Wetland, and the City desires to enter into this Task Assignment Number One with Consultant for such services pursuant to the terms and conditions contained herein.

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 One.
2. **PROJECT**: The City hereby engages Consultant, and Consultant agrees to furnish to City the services and work as set forth in "Exhibit A" titled

Scope of Services, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number One.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of four hundred ninety-eight thousand, eight hundred dollars and zero cents (\$498,800.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

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. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract the term or condition of the Continuing Contract shall prevail and be binding.

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

6. **ENTIRE AGREEMENT.** This Task Assignment Number One, the Continuing Contract, and "Exhibit A", constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number One may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

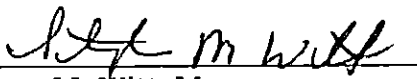
successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.**

This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

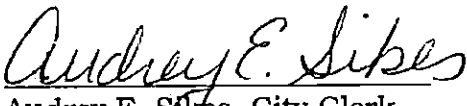
IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number One as of the day and year first above written.


CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

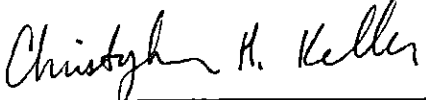
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: 
Audrey E. Sikes, City Clerk

By: 
Thomas J. Kennon, III,
City Attorney

WETLAND SOLUTIONS, INC.

By: 
Christopher H Keller,
President

SCOPE OF SERVICES

Lake City Steedley Sprayfield Wetland Conversion – (FDEP Grant LPS0090)

PREPARED FOR: Cody Pridgeon – Wastewater Director, City of Lake City

DATE: April 20, 2023

Purpose

In 2015/2016, the City of Lake City completed conversion of approximately 120 acres of wastewater sprayfield to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River BMAP that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with native groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora and fauna of spring runs. The City has determined that converting their remaining sprayfields to recharge wetlands is the most cost-effective approach to consistently meeting the BMAP requirements for the combined flows from the St. Margarets and Kicklighter wastewater treatment facilities. Operation of the City's existing wetland system has demonstrated that the initial project achieves compliance with the BMAP and increases net recharge to the Floridan Aquifer. The conversion of the Steedley Sprayfield to recharge wetlands will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD.

The City has received funding from the Florida Department of Environmental Protection (FDEP) to complete the design, permitting, bidding, construction, and post-construction evaluation of the project under Springs Grant Number LPS0090. This scope of work is limited to the permitting, design, and bidding phases of the project. Wetland Solutions, Inc. (WSI) has prepared the following detailed Scope of Services for these project phases.

Scope of Services

Task 1 – Design and Permitting

Task 1 includes preliminary engineering (survey, geotechnical, environmental data collection, and initial hydraulic and hydrologic modeling), regulatory coordination, and the development of design documents from conceptual through final design.

Task 1.1 - Preliminary Engineering (Survey, Geotechnical, Environmental, H&H Modeling)

Preliminary engineering will include data collection to complete the detailed design of the proposed recharge well project.

Task 1.1.1 - Survey

LiDAR topographic data will be collected along with site-specific conventional topographic and hydrographic survey data. Data collection will include surveying of existing infrastructure in the vicinity to allow for detailed design and tie-in to existing piping. The survey budget is assumed to include LiDAR topography, existing wet feature bathymetry, ground-truthing, existing infrastructure and above-grade features, and tree survey.

Task 1.1.2 - Geotechnical Investigation

Geotechnical samples will be taken to evaluate subsurface conditions in the areas where wetland inlet structures and recharge features are proposed. A geotechnical services budget assumes 22 borings (1 per 5 acres) to supplement historical geotechnical data. These data will be summarized in a Geotechnical Report for the site.

Task 1.1.3 - Modeling

WSI will develop preliminary hydraulic modeling to evaluate gravity and pressure flow delivery of reclaimed water to the project site. This information will be summarized in a H&H Task Memo (TM). WSI will also develop a groundwater model to illustrate the water quantity benefits of recharging reclaimed water at the Steedley site. This information will be summarized in a Groundwater Modeling TM.

Task 1.1.4 - Environmental Survey

WSI will review available data and literature to evaluate the potential presence of listed wildlife and plant species. WSI will conduct site visits to identify the presence of burrows that support gopher tortoises and commensal species.

Deliverables

- Electronic copies (PDFs) and points file (.TXT or .XYZ) of survey data.
- Electronic copy (PDF) of geotechnical engineering report.
- Electronic copy (PDF) of H&H TM.
- Electronic copy (PDF) of Groundwater TM.
- Electronic copy (PDF) of environmental report with GPS location data and description of observed listed species.

Task 1.2 - Regulatory Coordination

This task includes regulatory coordination with agencies responsible for environmental and wastewater permitting. WSI assumes all permitting fees will be paid by the City and are not included in this budget.

Task 1.2.1 - Environmental Resource Permitting

WSI will delineate jurisdictional wetlands and coordinate agency reviews of wetland boundaries. WSI will conduct a pre-application meeting with the environmental permitting agency to discuss the project and identify the permitting submittal requirements. WSI will prepare an

Environmental Resource Permit (ERP) application that will be submitted with the 60% design. WSI will respond to one (1) request for additional information (RAI) for the ERP application.

Task 1.2.2 – FDEP Wastewater Permitting

WSI will conduct a pre-application meeting with the FDEP to discuss the project and identify the permitting submittal requirements. WSI assumes that the project constitutes a “major” permit modification. WSI will prepare the application for the major permit modification and will respond to one (1) RAI.

This task does not include the preparation of updated capacity analysis reports (CAR) or operations and maintenance reports (OMR) for either the St. Margarets or Kicklighter facilities. WSI assumes that the recently completed CARs and OMRs that were submitted with permit renewal packages are adequate for this purpose.

Deliverables

- Electronic copy (PDFs) of final pre-application meeting presentation slides.
- Electronic copy (PDF) of pre-application meeting minutes.
- Electronic copy (PDFs) of ERP permit application package.
- Electronic copy (PDF) of ERP RAI Response.
- Electronic copy (PDFs) of wastewater major permit modification package.
- Electronic copy (PDF) of wastewater RAI Response.

Task 1.3 – Conceptual Design

WSI will develop a conceptual site plan for the proposed recharge wetland system based on the results of the data collection described in Task 1.1. The conceptual layout will be prepared in GIS format and will be submitted to the City for review and comment. The reviewed conceptual site plan will form the basis for the 30% design described below.

This task also includes the development of the Basis of Design Report (BODR) that will lay out the technical information supporting the sizing and layout of wetland cells, enhanced recharge features, inlet structures, and system piping. The BODR will reference the H&H TM, Geotechnical Report, and Environmental Report (provided as attachments) and will be written in support of wastewater and ERP applications.

Deliverables

- GIS figure(s) of conceptual layout.
- Electronic copy (PDF) of BODR

Task 1.4 – 30% Design

WSI will submit plans, table of contents for technical specifications, and a construction cost estimate at the 30% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 30% review will be incorporated into the 60% submittal. The 30% design submittal will include the following:

- Plans:
 - Site grading plan as overall model divided into deliverable sheets. Plan sheets will include labeled existing and proposed contours and minimal callouts. Civil details will be provided at the level needed to make the design intent understandable.
 - Hydraulic profile
 - Yard piping plan
 - Water control structures
 - Functional decision tree regarding overall flow and control of water for wetland system.
 - Specifications
 - List of technical specs. List of referenced FDOT specs.
 - Cost Opinion
 - Budgetary Class 3, 10% to 40% Project Definition.

Deliverables

- Electronic copy (PDF) of 30% design drawings.
- Electronic copy (PDF) of 30% design specifications list.
- Electronic copy (PDF) of 30% cost estimate.
- Electronic copy (PDF) of 30% design review meeting minutes.

Task 1.5 – 60% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 60% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 60% review will be incorporated into the 90% submittal. The 60% design submittal will include the following:

- Full drawing set that will be submitted with the permit applications.
- Draft technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 60% design drawings.
- Electronic copy (PDF) of 60% design specifications.
- Electronic copy (PDF) of 60% cost estimate.
- Electronic copy (PDF) of 60% design review meeting minutes.

Task 1.6 – 90% Design

WSI will submit plans, technical specifications, and a construction cost estimate at the 90% level of completion. WSI will attend a review meeting with the City to discuss comments and determine appropriate resolution of comments. Changes resulting from the 90% review will be incorporated into the final submittal. The 90% design submittal will include the following:

- Full drawing set.
- Technical specifications and list of referenced FDOT specifications.
- Cost Opinion - Budgetary Class 2. 30% to 70% Project Definition.

Deliverables

- Electronic copy (PDF) of 90% design drawings.
- Electronic copy (PDF) of 90% design specifications.
- Electronic copy (PDF) of 90% cost estimate.
- Electronic copy (PDF) of 90% design review meeting minutes.

Task 1.7 – Final Design

WSI will submit final plans, technical specifications, and a construction cost estimate. These deliverables will be included in the bid documents package compiled under Task 2.

Deliverables

- Electronic copy (PDF) of final design drawings.
- Electronic copy (PDF) of final design specifications.
- Electronic copy (PDF) of final cost estimate.

Task 2 – Bid Services

This subtask covers bidding and contractor selection for the project. This task includes assembling the bid documents to be issued with the request for proposals (RFP). These documents will include the front-end documents provided by the City, final design plans, technical specifications, and project description to be included in the RFP. Following issuance of the RFP, WSI will attend a pre-bid meeting to discuss the project with potential contractors and a site visit to the project location. During the RFP process, WSI will address bid addenda as needed. WSI will assist the City with the evaluation of bids and will prepare a letter of recommendation for award or rejection of bids, as appropriate based on the received submittals.

Deliverables

- Electronic copy (PDF) of bid package.
- Electronic copy (PDF) of responses to requests for information or bid addenda issued during the RFP process.
- Electronic copy (PDF) of letter of recommendation/rejection of bid award.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- The property is owned by the City and has been in its current land use for 40 years. Therefore, WSI assumes the City is aware of the property's history and will inform WSI of any potential for hazardous conditions. The project does not include an Environmental Site Assessment.
- FDEP will review the Environmental Resource Permit.
- This scope does not include any County or City permitting tasks.
- The wetland will not be accessible to the public and the design will not include features such as paths, trails, or signage.
- Construction Services and post-construction services are not included in this Scope of Services.
- WSI will subcontract surveying and geotechnical investigations and may subcontract environmental surveys and H&H modeling.

Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (Exhibit 2) and will be invoiced monthly.

Exhibit 1. Estimated Labor Costs for Lake City Steedley Recharge Wetland Project

Task	Labor		Expenses			Total
	Hours	Total	Travel	Outside Services	Expenses Total	
Task 1.1 - Preliminary Engineering	326	\$ 45,000.00	\$ 1,200.00	\$ 150,000.00	\$ 151,200.00	\$ 196,200.00
Task 1.2 - Regulatory Coordination	485	\$ 66,900.00	\$ 400.00	\$ -	\$ 400.00	\$ 67,300.00
Task 1.3 - Conceptual Design	305	\$ 40,800.00	\$ 400.00	\$ -	\$ 400.00	\$ 41,200.00
Task 1.4 - 30% Design	422	\$ 59,600.00	\$ 600.00	\$ -	\$ 600.00	\$ 60,200.00
Task 1.5 - 60% Design	378	\$ 53,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 54,300.00
Task 1.6 - 90% Design	233	\$ 33,800.00	\$ 500.00	\$ -	\$ 500.00	\$ 34,300.00
Task 1.7 - Final Design	198	\$ 28,300.00	\$ 500.00	\$ -	\$ 500.00	\$ 28,800.00
Task 2 - Bidding Services	110	\$ 16,200.00	\$ 300.00	\$ -	\$ 300.00	\$ 16,500.00
Total	2457	\$ 344,400.00	\$ 4,400.00	\$ 150,000.00	\$ 154,400.00	\$ 498,800.00

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	150
Project Geologist	140
Project Engineer	140
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

Schedule

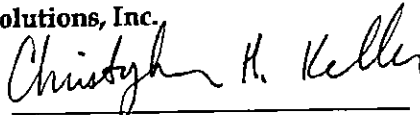
WSI anticipates completing the work within 16 months of receipt of notice-to-proceed.

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City of Lake City. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

By:

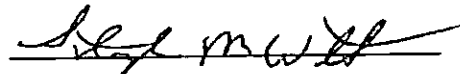


Title: President

Date: May 17, 2023

City of Lake City

By:



Title: Mayor

Date: 5-15-23

MEETING DATE
?

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Engineering Services for Steedley Sprayfield to Wetlands Conversion

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Paul Dyal	Department Director Cody Pridgeon	Date 4/26/23
Recommended Action: Accept Proposal from Wetland Solutions Inc. (WSI) for Engineering Services		
Summary Explanation & Background: <p>On 2/21/23 the City accepted a \$6,100,000 grant from FDEP to convert the existing Steedley Sprayfield to a Treatment Wetland (Resolution No. 2023-015). Wetland Solutions Inc. has submitted the attached proposal for engineering services for a total of \$498,800. A breakdown of the cost is below.</p> <ol style="list-style-type: none"> 1. Preliminary Engineering - \$196,200 2. Regulatory Coordination - \$67,300 3. Conceptual Design - \$41,200 4. 30% Design - \$60,200 5. 60% Design - \$54,300 6. 90% Design - \$34,300 7. Final Design - \$28,800 8. Bidding Services - \$16,500 		
Alternatives: Not Approve		
Source of Funds: FDEP Grant		
Financial Impact: \$498,800		
Exhibits Attached: 1) Proposal from WSI		

RESOLUTION NO 2024 - 082

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AND ADOPTING THAT CERTAIN AMENDMENT TO AGREEMENT NO LPS0090 BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO CONTINUE THE LAKE CITY RECHARGE WETLAND EXPANSION; REVISING THE SCOPE OF WORK OF SUCH EXPANSION TO INCLUDE PRECONSTRUCTION ACTIVITIES SUCH AS SURVEYS, ENVIRONMENTAL ASSESSMENTS, AND ENGINEERING FOR REIMBURSEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING AND ADOPTING SAID AMENDMENT; 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, on March 1, 2023 the City of Lake City (the "City") entered into Agreement No. LPS0090 between the City and the Florida Department of Environmental Protection (the "Agency") to continue the Lake City Recharge Wetland Expansion (the "Project"); and

WHEREAS, it is necessary to revise in the scope of work for the Project to include preconstruction activities such as surveys, environmental assessments, and engineering for reimbursement and also to extend the completion date of the Project by one year (the "Amendment"); and

WHEREAS, completing the Project by approving and adopting the Amendment is in the public interest and in the interests of the City; now, therefore,

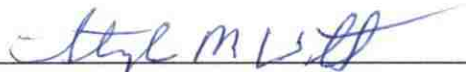
BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving and adopting and the Amendment 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 and adopted 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 directed and authorized to execute on behalf of and bind the City to the terms of the Amendment; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this 19th day of August, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA


Stephen M. Witt, Mayor

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


Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:


Clay Martin, City Attorney

**AMENDMENT NO. 1
TO AGREEMENT NO. LPS0090
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPS0090 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City Recharge Wetland Expansion (Project), effective March 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

2. The following is hereby added to Attachment 1 in Section 8:

Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

- i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
- ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
- iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
- iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address:

<https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

The parties agree to the terms and conditions of this Amendment 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: EXHIBIT-NOT FOR EXECUTION
Authorized Signature

By: EXHIBIT-NOT FOR EXECUTION
Secretary or Designee

Stephen Witt, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

EXHIBIT-NOT FOR EXECUTION
Jillian Bates, DEP Grant Manager

EXHIBIT-NOT FOR EXECUTION
Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Lake City Recharge Wetland Expansion

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1208, -82.6934).

PROJECT BACKGROUND: In 2015/2016, the City of Lake City (Grantee) completed conversion of approximately 120 acres of wastewater spray field to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River Basin Management Action Plan (BMAP) that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora of spring runs.

The Grantee has determined that expanding the conversion of their remaining spray fields to recharge wetlands is the most cost-effective approach to meeting the BMAP requirements for the combined flows from the St. Margaret's and Kickligher wastewater treatment facilities. The current project will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD. This project is located within the Ichetucknee Priority Focus Area, where reduced nitrate concentrations will provide lower nutrient water to the spring and reduced evapotranspiration losses will benefit the spring through increased flows.

PROJECT DESCRIPTION: The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland with the addition of approximately 53 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task #1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Lake City Recharge Wetland Expansion and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Lake City Recharge Wetland Expansion.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 following the conclusion of the task.

Task #3: Project Management

Deliverables: The Grantee will provide project management services related to Lake City Recharge Wetland Expansion, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, 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 a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #4: Construction

Deliverables: The Grantee will construct the Lake City Recharge Wetland Expansion in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #5: Study

Deliverables: The Grantee will complete a study to verify post-construction performance of the recharge wetland. Activities necessary to complete the study include:

- Collection and analysis of flow, water level, and water quality measurements to allow for optimization of treatment efficiency.
- Document performance of above to demonstrate that the project goals have been achieved.

Documentation: The Grantee will submit a performance verification report containing:

- As-built drawings of the wetland recharge
- Post-construction operational data

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 following the conclusion of the task.

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

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$490,000	07/01/2022	06/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2022	06/30/2025
3	Project Management	Contractual Services	\$330,000	07/01/2022	12/31/2028
4	Construction	Contractual Services	\$5,140,000	07/01/2022	12/31/2026
5	Study	Contractual Services	\$120,000	07/01/2022	12/31/2028
Total:			\$6,100,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

MEETING DATE
8/19/24

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment One to FDEP Agreement No. LPS0090

DEPT / OFFICE: Utilities – Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Don Rosenthal	Department Director Cody Pridgeon	Date 8/1/24
Recommended Action: Accept the terms of the Grant Amendment		
Summary Explanation & Background: <p>The original agreement was effective February 21, 2024 for the City to convert the Steedley Sprayfield into a Recharge Wetland. Amendment No.1 to the agreement is to include preconstruction activities such as surveys, environmental assessments and engineering for reimbursement. The amendment also extends the completion date by one year.</p>		
Alternatives: Not Accept		
Source of Funds: FDEP Grant		
Financial Impact: \$0		
Exhibits Attached: 1) Draft Grant Amendment		

**AMENDMENT NO. 1
TO AGREEMENT NO. LPS0090
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPS0090 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City Recharge Wetland Expansion (Project), effective March 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

2. The following is hereby added to Attachment 1 in Section 8:

Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

- i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
- ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
- iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
- iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address:

<https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.

3. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment 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: 
Authorized Signature

By: _____
Secretary or Designee

Stephen Witt, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Jillian Bates, DEP Grant Manager

Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Exhibit	A-1	Progress Report Form

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Lake City Recharge Wetland Expansion

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1208, -82.6934).

PROJECT BACKGROUND: In 2015/2016, the City of Lake City (Grantee) completed conversion of approximately 120 acres of wastewater spray field to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River Basin Management Action Plan (BMAP) that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora of spring runs.

The Grantee has determined that expanding the conversion of their remaining spray fields to recharge wetlands is the most cost-effective approach to meeting the BMAP requirements for the combined flows from the St. Margaret's and Kickligher wastewater treatment facilities. The current project will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD. This project is located within the Ichetucknee Priority Focus Area, where reduced nitrate concentrations will provide lower nutrient water to the spring and reduced evapotranspiration losses will benefit the spring through increased flows.

PROJECT DESCRIPTION: The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland with the addition of approximately 53 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task #1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Lake City Recharge Wetland Expansion and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Lake City Recharge Wetland Expansion.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 following the conclusion of the task.

Task #3: Project Management

Deliverables: The Grantee will provide project management services related to Lake City Recharge Wetland Expansion, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, 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 a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #4: Construction

Deliverables: The Grantee will construct the Lake City Recharge Wetland Expansion in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #5: Study

Deliverables: The Grantee will complete a study to verify post-construction performance of the recharge wetland. Activities necessary to complete the study include:

- Collection and analysis of flow, water level, and water quality measurements to allow for optimization of treatment efficiency.
- Document performance of above to demonstrate that the project goals have been achieved.

Documentation: The Grantee will submit a performance verification report containing:

- As-built drawings of the wetland recharge
- Post-construction operational data

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 following the conclusion of the task.

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

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$490,000	07/01/2022	06/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2022	06/30/2025
3	Project Management	Contractual Services	\$330,000	07/01/2022	12/31/2028
4	Construction	Contractual Services	\$5,140,000	07/01/2022	12/31/2026
5	Study	Contractual Services	\$120,000	07/01/2022	12/31/2028
Total:			\$6,100,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

RESOLUTION NO 2025-085

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE STANDARD GRANT AGREEMENT NUMBER LPS0090 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FUNDING EXPANSION OF THE RECHARGE WETLAND AT THE STEEDLEY SPRAYFIELD; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; AUTHORIZING THE MAYOR, AFTER CONSULTATION WITH THE CITY ATTORNEY, TO EXECUTE SUCH FUTURE AMENDMENTS TO THE STANDARD GRANT AGREEMENT WHICH AMENDMENTS ACCEPT ADDITIONAL GRANT FUNDS WITHOUT OTHERWISE EXPANDING THE SCOPE OF THE PROJECT FUNDED BY THE STANDARD GRANT AGREEMENT OR CREATING ADDITIONAL OBLIGATIONS OF THE CITY PURSUANT TO SUCH AGREEMENT, AS AMENDED; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 1, 2023, the City of Lake City, Florida (the “City”) and the State of Florida, Department of Environmental Protection (the “Agency”), entered into a State of Florida Department of Environmental Protection Standard Grant Agreement LPS0090 (the “Agreement”) pursuant to City Council Resolution 2023-015 in furtherance of expanding the recharge wetland at the City’s Steedley Sprayfield (the “Project”); and

WHEREAS, on August 19, 2024, the City approved and adopted Amendment No. 1 to Agreement No. LPR0090 between the Agency and City of Lake City pursuant to City Council Resolution 2024-082, revising the scope of work of the Agreement; and

WHEREAS, the Agency has made available to the City additional grant funding which, if accepted by the City, would increase the original grant funds received from the Agency in the

amount of \$6,100,000 by an additional \$3,800,000 (the “Additional Grant Funds”), for a total grant award amount of \$9,900,000; and

WHEREAS, the Second Amendment also amends the scope of work for the Project and further incorporates additional provisions of relevant amendments to state statutes; and

WHEREAS, the City desires to accept the Additional Grant Funds, changes to the scope of work for the Project, and incorporation of relevant amendments to state statute by adopting the second amendment to the Agreement in the form of the amendment attached hereto (the “Second Amendment”); and

WHEREAS, accepting the Additional Grant Funds, changes to the scope of work for the Project, and incorporation of relevant amendments to state statute by adopting the Second Amendment to the Agreement is in the public or community interest and for public welfare, now therefore,

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

1. Approving Second Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Second Amendment in the form 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. After consultation with the City Attorney, the Mayor of the City of Lake City is authorized to execute such future amendments to the Standard Grant Agreement which amendments accept additional grant funds without otherwise expanding the scope of the Project or creating additional obligations of the City pursuant to such Agreement, as amended
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 June, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**AMENDMENT NO. 2
TO AGREEMENT NO. LPS0090
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPS0090 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Lake City Recharge Wetland Expansion (Project), effective March 1, 2023; and,

WHEREAS, \$3,800,000 in additional funding for this Project is provided under Line Item 1732 of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now \$9,900,000; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1732 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$9,900,000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1657, FY 22-23, LATF	\$6,100,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1732, FY 24-25, LATF	\$3,800,000
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$9,900,000

2. The following Section is hereby added to Attachment 2:

Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

3. Attachment 3-1, Revised 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 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

The parties agree to the terms and conditions of this Amendment 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: _____
Authorized Signature

By: _____
Secretary or Designee

Noah Walker, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Sophia Morrow, DEP Grant Manager

Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

**ATTACHMENT 3-2
REVISED GRANT WORK PLAN**

PROJECT TITLE: Lake City Recharge Wetland Expansion

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1208, -82.6934).

PROJECT BACKGROUND: In 2015/2016, the City of Lake City (Grantee) completed conversion of approximately 120 acres of wastewater spray field to recharge wetlands. The project was implemented to achieve partial compliance with the Santa Fe River Basin Management Action Plan (BMAP) that requires wastewater land application to achieve an annual average total nitrogen (TN) concentration of 3 mg/L prior to the land-applied water mixing with groundwater. The BMAP requirement for wastewater disposal was included to protect groundwater and springs from excess nitrate-nitrogen that has been shown to negatively impact the flora of spring runs.

The Grantee has determined that expanding the conversion of their remaining spray fields to recharge wetlands is the most cost-effective approach to meeting the BMAP requirements for the combined flows from the St. Margaret's and Kickligher wastewater treatment facilities. The current project will provide advanced water quality treatment for an additional 0.6 MGD of reclaimed water prior to infiltration with a net increase in recharge of approximately 0.225 MGD. This project is located within the Ichetucknee Priority Focus Area, where reduced nitrate concentrations will provide lower nutrient water to the spring and reduced evapotranspiration losses will benefit the spring through increased flows.

PROJECT DESCRIPTION: The Grantee will expand the existing recharge wetland through conversion at the Steedly spray field site to a groundwater recharge wetland with the addition of approximately 53 acres of treatment and recharge area. This conversion is being designed to reduce nitrogen in treated water and to increase recharge on the parcel.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task #1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the Lake City Recharge Wetland Expansion and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

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

Task #2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Lake City Recharge Wetland Expansion.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

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 following the conclusion of the task.

Task #3: Project Management

Deliverables: The Grantee will provide project management services related to Lake City Recharge Wetland Expansion, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, 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 a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #4: Construction

Deliverables: The Grantee will construct the Lake City Recharge Wetland Expansion in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 #5: Study

Deliverables: The Grantee will complete a study to verify post-construction performance of the recharge wetland. Activities necessary to complete the study include:

- Collection and analysis of flow, water level, and water quality measurements to allow for optimization of treatment efficiency.
- Document performance of above to demonstrate that the project goals have been achieved.

Documentation: The Grantee will submit a performance verification report containing:

- As-built drawings of the wetland recharge.
- Post-construction operational data.

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 following the conclusion of the task.

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

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$490,000	07/01/2022	12/31/2026
2	Bidding and Contractor Selection	Contractual Services	\$20,000	07/01/2022	06/30/2027
3	Project Management	Contractual Services	\$330,000	07/01/2022	03/31/2029
4	Construction	Contractual Services	\$8,940,000	07/01/2022	12/31/2028
5	Study	Contractual Services	\$120,000	07/01/2022	03/31/2029
Total:			\$9,900,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2022 - 2023	37.052	Florida Springs Grant Program – LI 1657	6,100,000.00	087870
Amendment 2	Florida Department of Environmental Protection	2024 - 2025	37.052	Florida Springs Grant Program – LI 1732	3,800,000.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$9,900,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

File Attachments for Item:

13. City Council Resolution No. 2025-086 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and Columbia County, Florida, to provide the potable water supply within the North Florida Mega Industrial Park; making certain findings of fact in support of the City approving said Agreement to provide such potable water; 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 2025 - 086

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY, FLORIDA TO PROVIDE THE POTABLE WATER SUPPLY WITHIN THE NORTH FLORIDA MEGA INDUSTRIAL PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT TO PROVIDE SUCH POTABLE WATER; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) operates potable water and wastewater utilities services in Columbia County, Florida, which includes the North Florida Mega Industrial Park (the “Park”); and

WHEREAS, the City and Columbia County, Florida (the “County”) mutually and individually desire to cooperatively and collaboratively provide potable water infrastructure and services to the Park (the “Services”) in accordance with the terms of the proposed agreement attached as an Exhibit hereto (the “Agreement”); and

WHEREAS, providing the Services by approving 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. Providing the Services by approving the Agreement is in the public interest and in the interests of the City; 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 June, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

INTERLOCAL AGREEMENT
NORTH FLORIDA MEGA INDUSTRIAL PARK
WATER SUPPLY AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025, by and between the City of Lake City, Florida, a municipality of the State of Florida (the “City”), and Columbia County, Florida, a subdivision of the State of Florida (the “County”). Each of the City and the County may be referred to in this Agreement as a “party” in the singular, and as the “parties” when referring to both of them.

RECITALS:

- A. North Florida Mega Industrial Park (“NFMIP”) is a privately owned approximately 2,622-acre industrial supersite park located in the County on US 90, outside of the City.
- B. The City currently provides potable water to customers located adjacent and contiguous to NFMIP.
- C. The City is currently providing commercial water service to the County’s Wastewater Treatment Plant (“WWTP”) within NFMIP, which the City operates pursuant to a separate agreement with the County.
- D. The City has plant and operational capacity to provide potable water to NFMIP and additional customers there as the NFMIP is developed, while the County has permitted consumptive use capacity the County believes it may be able to apply to support commercial water use at NFMIP.
- E. The City and County wish to operate a commercial water utility, providing potable water to the NFMIP, with such duties and apportionment of costs and revenues in accordance with the provisions of this Agreement, as it may be renewed in the future.
- F. The City and County wish to document their understandings regarding the subject matter of this Agreement.

CONSIDERATION:

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by each party to the other party, the receipt and legal sufficiency of which is hereby expressly acknowledged, and in further consideration of the foregoing premises, the parties hereby agree as follows:

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

MATERIAL TERMS AND PROVISIONS:

1. The foregoing Recitals are true and correct in all material respects and are a material part of this Agreement. Any unperformed or uncompleted provision set forth therein shall be an executory obligation of the party or parties, as the context requires, to be timely performed under this Agreement by such party or parties.
2. The initial term of this Agreement shall commence on signing by the last of the two parties to sign this Agreement and shall terminate on the date that is twenty-four (24) months following the signing date. Thereafter, the term shall renew automatically unless one party gives the other party a 90-day advance written notice of the intended termination of this Agreement. If either party elects to terminate this agreement without cause, the terminating party shall reimburse the other party for any costs incurred by that party in connection with the performance of this agreement, including but not limited to capital outlays for the construction of infrastructure regardless of which party may retain title to that completed infrastructure.
3. Any information received by the City or the County regarding the City's proposed provision of water to the NFMIP shall be circulated and shared between the City and the County.
4. The City shall supply water to NFMIP and shall be responsible for staffing its water plants and maintaining any publicly owned lines and performing all meter and line maintenance within NFMIP prior to and following activation of water utilities to any site within NFMIP.
5. The County shall help fund the construction of a water main extension from the City's water treatment plant at Price Creek, generally in conformity with the plans depicted on Exhibit "A" attached hereto. The projected cost of the construction of this line is \$3.5 million and the County shall, subject to the availability of grant funding, fund up to that amount for completion of the work. Any costs incurred in excess of this estimate shall be the responsibility of the City.
6. Construction of any water lines within the park shall be funded from time to time by the City and County, subject to economic development priorities, grant availability, and the best interests of the parties and the end user seeking to connect to the water utility. It is understood and agreed that all such lines and infrastructure shall be the property of the party holding title or easement rights

- to the real property where such lines or infrastructure are constructed or installed, and in the event this agreement expires, is terminated, or otherwise ends, the lines and infrastructure will remain where it is installed or constructed and be the property of the party holding interest in the associated real property, free of claims or liens of the other party. To the extent any money is owed from one party to the other by reason of construction or installation of lines or other infrastructure, such amounts shall be accounted, if at all, under Section 2. of this Agreement.
7. Except as otherwise provided, the City shall initially bear all operations and maintenance costs of supplying water to the NFMIP, unless the same are invoiced directly to the County, in which case the County shall provide the City necessary information for including those invoiced costs into the cost sharing calculation provided below (e.g., accounting, staffing, insurance, and/or permitting costs). Revenues generated by any customers of the water utility inside NFMIP shall be tracked by the month, with expenses of providing that service to be shared equally by the City and the County, as determined on a month-to-month basis. There shall be monthly reports for review and discussion purposes, and the City shall invoice the County quarterly and annually for the County's share of the operating and maintenance costs of the water utility service to NFMIP for the preceding quarter, if those costs are not fully covered by the County's share of any revenues for that same period.
 8. The City and County shall share in any net revenue or net loss generated by the water utility at NFMIP, as determined on a quarterly basis, for each fiscal year or partial fiscal year during the term of this Agreement. The quarterly and annual true up of revenues and costs shall be conducted by an independent CPA/Auditor for that purpose.
 9. Either party may from time to time contribute in-kind services to the completion of any project or maintenance of the water utility lines or service to NFMIP, subject always to the requirement that the City, as utility operator, shall have the final say in which agency or contractor shall be authorized to complete any work for maintenance or capital improvements. For either agency performing in-kind services, that party shall receive a credit against operating costs calculated using the then-current FEMA reimbursement rates for like or similar equipment, materials, or personnel.
 10. Final methodology and formulae for that true up shall be based upon the recommendation of the selected CPA/Auditor, with input from the City and

County and that cost shall be included in the cost of the water utility service to NFMIP.

11. Expenses incurred in the quarterly and annual true up would not include the County's property, liability, and casualty insurance coverage, if any, nor the City's liability insurance coverage as operator. Each of the County and City would maintain insurance as desired for their own purposes and at their own respective sole cost and expense. For the final quarter of each fiscal year, there would be an annual true up of any pending expense or revenue items.
12. The initial rates offered for commercial water service inside NFMIP pursuant to this agreement shall be consistent with the then-existing prevailing rates as charged by the City for the same services outside the NFMIP. It is possible that rates charged for provision of water to customers inside NFMIP will need to be adjusted to make this arrangement work. The City and County will work together in good faith with transparency to try to make this arrangement work for both the City and the County during the term of the agreement.
13. Each of the parties agree to cooperate with the other party in completing the operational arrangements for the services contemplated by this Agreement, fully identifying and describing all matters required to complete and document operations by the City for the County as contemplated by this Agreement, and diligently pursuing any and all governmental approvals required for entry into and performance of each such party's obligations under this Agreement. Such activities may include coordination with state or federal agencies to harmonize the parties' respective permits to facilitate provision of water to NFMIP under this agreement.
14. The City, as operator, shall at all times ensure the City and any of its personnel are current licensees in good standing or otherwise authorized under Florida law, rules, or regulations to operate a potable water utility to serve the NFMIP.
15. There are no third-party beneficiaries contemplated by this agreement. Any assignment of interest hereunder shall be subject to the approval of the parties and evidenced by a written assignment joined by the parties to this agreement and assignee. In no event shall consent to assignment be unreasonably withheld.
16. Notices may be sent to the other party using the published notice address for the County Manager, as to the County, or to the City Manager, as to the City, or

such other notice addresses as may be specified in writing by either party to the other party.

17. This is the sole agreement between the parties relating to the subject matter of this Agreement, and any prior communications, negotiations, and/or oral understandings are merged into this Agreement. This Agreement may only be amended or modified by the written agreement of the parties.
18. The failure to declare a breach of, or failure of performance under, this Agreement shall not constitute a waiver of that breach or failure of performance.
19. The waiver of a breach or failure of performance under this Agreement shall not constitute the waiver of any other breach or failure of performance under this Agreement.
20. The duty of good faith and fair dealing applies in all respects to this Agreement and the performance of the parties under this Agreement.
21. In the event that any portion of this Agreement is held to be unenforceable, then the remaining portions of this Agreement shall be enforceable to the greatest extent allowed by law or equity.
22. Each party to this Agreement is subject to and benefited by the statutory waiver of sovereign immunity as set forth in s. 768.28, Florida Statutes, as the same may be amended. Nothing in this Agreement shall waive any such application or protections provided to either party, if such liability is based on a tort claim.
23. The parties agree to resolve any differences or disputes arising under this Agreement by informal mediation, prior to resorting to judicial remedies and the institution of legal proceedings against the other party. In the event of a material, uncured breach or failure of performance under this Agreement, the non-breaching party shall be entitled to contractual remedies, including specific performance. Venue for any such judicial proceeding shall lie exclusively in the state courts in Columbia County, Florida, and Florida law shall govern and control.
24. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of the parties.
25. This Agreement shall be filed with the Clerk of the Circuit Court in and for Columbia County, Florida, for purposes of compliance with s. 163.01, Florida Statutes.

DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality,
on the date first set forth above.

THE CITY OF LAKE CITY, FLORIDA

By:_____

Name:_____

Title:_____

Attest:_____

By:_____

Name:_____

Title:_____

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization this _____ day of _____, **2025**, by _____, as
_____ on behalf of THE CITY OF LAKE CITY, FLORIDA, a municipality, who is
personally known to me.

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, on the date first set forth above.

COLUMBIA COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

Attest: _____

By: _____

Name: _____

Title: _____

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, **2025**, by _____, as _____ on behalf of COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, who is personally known to me.

Print Name: _____

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO
RESOLUTION**

**NOT FOR
EXECUTION**