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# SPECIAL CALLED COUNCIL MEETING

## CITY OF LAKE CITY

August 04, 2022 at 6:00 PM

Venue: City Hall

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## AGENDA

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

### Pledge of Allegiance

Invocation - Mayor Stephen Witt

### 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.***

### Minutes

- [1.](#) July 18, 2022 Regular Session

### Approval of Agenda

### Public Participation-Persons Wishing to Address Council

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

## Approval of Consent Agenda

2. Permit application from Lake City - Columbia County Chamber of Commerce to hold the Gateway City Craft Beer & Wine Festival on Saturday, October 22, 2022, from 7AM until 7:00 PM at Darby Pavilion and Wilson Park. The Lake City Columbia County Chamber of Commerce is requesting the fee to use Darby Pavilion in the amount of \$100.00 to be waived. All supporting documents including the certificate of insurance have been provided.
3. Approval to award Bid (ITB-022-2022) for purchase of 12" FPVC C900 DR 18 Water Pipe to Consolidated Pipe & Supply, the lowest bidder. The 12" FPVC C900 DR 18 Water Pipe will be used to extend approximately 7,000 linear ft of water main within the subdivision along SW Heathridge Dr., Timberland Ct., Fieldstone Ct., and Woodleaf Ct. with fire hydrants. This is to provide potable water to customers with failing wells.

## Old Business

Ordinances - None

Other Items

4. Discussion and Possible Action - Fire Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
5. Discussion and Possible Action - Police Officers Pension Board Appointee  
(Presenter: Mayor Stephen Witt)
6. Discussion and Possible Action on RFP-020-2022 City Attorney  
(Presenter: Procurement Director Karen Nelmes)
7. Discussion and Possible Action - City Manager Position (Presenter: Mayor Stephen Witt)
8. City Hall Update (Presenter: Interim City Manager Paul Dyal)

## New Business

Ordinances

9. City Council Ordinance No. 2022-2230 - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code related to Code Enforcement; providing for supplemental procedures to the Code Enforcement process; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

**Adopt City Council Ordinance No. 2022-2230 on first reading**

Resolutions

- [10.](#) City Council Resolution No. 2022-076 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Florida Fill and Grading, Inc., related to furnishing and installing approximately 186 LF of 15" RCP storm sewer, type "E" inlets, precast manholes, trench drain, sand cement bag ditch paving, asphalt parking lot, sidewalk, and pavement striping, including all demolition, erosion controls and restoration as necessary for performance of the work; providing for the award of a contract; providing for the execution of a contract; and providing an effective date.
- [11.](#) City Council Resolution No. 2022-077 - A resolution of the City Council of the City of Lake City, Florida, providing for the rescission of City Council Resolution Number 2022-067 relating to a memorandum of agreement with the Florida Fish and Wildlife Conservation Commission, the Fish and Wildlife Foundation of Florida, and Columbia County, Florida; providing for the execution of a revised memorandum of agreement with the Florida Fish and Wildlife Conservation Commission, North Florida Professional Services, Inc., the Fish and Wildlife Foundation of Florida, and the Columbia County Board of County Commissioners; providing for the construction of a pier at Lake Montgomery; providing for conflict; and providing for an effective date.
- [12.](#) City Council Resolution No. 2022-078 - A resolution of the City Council of the City of Lake City, Florida, Constituting the Fiscal Year 2022-2023 preliminary Fire Assessment Resolution; providing authority; providing purpose and definitions; relating to the provision of Fire Protection Services, facilities, and programs in the City of Lake City, Florida; confirming previous resolutions, as amended; reimposing Fire Protection Assessments and establishing Fire Protection not-to-exceed assessment rates; directing the preparation of the preliminary assessment roll; authorizing a Public Hearing and directing the provision of notice thereof; providing for application of assessment proceeds; providing for conflicts, and providing for an effective date.
- [13.](#) City Council Resolution No. 2022-079 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement to the Public Transportation Grant Agreement; providing for an extension of the contract's deadline to August 31,2023; and providing for an effective date.
- [14.](#) City Council Resolution No. 2022-080 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a release and satisfaction of lien; providing for the release of a Code Enforcement Lien recorded in Official Records Book 1280, Page 2190, of the Public Records of Columbia County, Florida; and providing for an effective date.
- [15.](#) City Council Resolution No. 2022-081 - A resolution of the City Council of the City of Lake City, Florida, authorizing an eminent domain action by the City;

providing for legal action against property to enhance Sallie Mae Jerry Park; providing for severability; providing for conflicts; and providing for an effective date.

16. City Council Resolution No. 2022-082 - A resolution of the City Council of the City of Lake City, Florida, authorizing an eminent domain action by the City; providing for legal action against property to enhance Sallie Mae Jerry Park; providing for severability; providing for conflicts; and providing for an effective date.

17. City Council Resolution No. 2022-083 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the Federal Aviation Administration; providing for improvements to the Lake City Gateway Airport; providing for the receipt of up to \$2,460,257.00 in allowable costs; and providing an effective date.

**Departmental Administration** - None

**Comments by Council Members**

**Adjournment**

#### **YouTube Channel Information**

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

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

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

**File Attachments for Item:**

1. July 18, 2022 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on July 18, 2022 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

## PLEDGE OF ALLEGIANCE

INVOCATION – Council Member Eugene Jefferson

## ROLL CALL

Mayor/Council Member  
City Council

Stephen M. Witt  
Jake Hill, Jr.  
Eugene Jefferson  
C. Todd Sampson  
Frederick Koberlein, Sr.  
Paul Dyal – Absent  
Chief Gerald Butler  
Audrey Sikes

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

## MINUTES

1. July 5, 2022 Regular Session

**Mr. Jefferson made a motion to approve the July 5, 2022 regular session minutes as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

## APPROVAL OF AGENDA

**Mr. Jefferson made a motion to approve the agenda as presented. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL - None

APPROVAL OF CONSENT AGENDA – None

## PRESENTATIONS

2. Discussion and Possible Action - Tom Geoffroy, Florida Gas Utility, Hedging of Natural Gas pricing for cost savings to the City of Lake City

Mr. Geoffroy presented a way to mitigate rising energy costs and inflation affecting customers. He, along with Natural Gas Director Steve Brown, recommended hedging gas prices at 75%.

3. City Council Resolution No. 2022-074 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the directive to Execute Financial Hedges with Florida Gas Utility; providing for severability; providing for conflict; and providing for an

effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2022-074, authorizing the execution of the directive to Execute Financial Hedges with Florida Gas Utility. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

OLD BUSINESS

Ordinances

**At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2022-2229. City Council Ordinance No. 2022-2229 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2022-2229. No one asked to speak on City Council Ordinance No. 2022-2229, therefore Mayor Witt closed the public hearing.**

4. City Council Ordinance No. 2022-2229 (final reading) - An ordinance of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the rules of City Council Meetings; providing for training of appointees to special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date. **Mr. Jefferson made a motion to approve City Council Ordinance No. 2022-2229 on final reading, amending Chapter 2, Article 2, of the City Code of Ordinances; providing for amendments to the rules of City Council Meetings, and providing for training of appointees to special standing committees. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Other Items

5. Gwen Lake Project Update (Presenter: Interim City Manager Paul Dyal/Director of Natural Gas Steve Brown)

Mr. Brown provided members with an update on the Gwen Lake Project. He reported the mitigation credits required to be purchased would be just over \$15,000.00 and Mr. Dyal approved this expense.

6. Discussion and Possible Action - Police Officers Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Police Officers Pension Board Appointee.

7. Discussion and Possible Action - Fire Pension Board Appointee (Presenter: Mayor Stephen Witt)

Mayor Witt reminded members there was still a need for a Fire Pension Board Appointee.

## NEW BUSINESS

Ordinances – None

Resolutions

8. City Council Resolution No. 2022-072 - A resolution of the City Council of the City of Lake City, Florida; providing for the ratification of the execution of a Memorandum of Understanding with Local No. 2288 of International Association of Fire Fighters, AFL-CIO; providing for the ratification of a voice vote of the City Council; providing for severability; providing for conflict; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2022-072, providing for the ratification of the execution of a Memorandum of Understanding with Local No. 2288 of International Association of Fire Fighters, AFL-CIO, and providing for the ratification of a voice vote of the City Council. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

9. City Council Resolution No. 2022-073 - A resolution of the City Council of the City of Lake City, Florida, reappointing Clarence Cannon as the City Council appointed member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund. **Mr. Jefferson made a motion to approve City Council Resolution No. 2022-073, reappointing Clarence Cannon as the City Council appointed member of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

Other Items

10. Discussion and Possible Action - Request to forgive Code Enforcement Liens in the amount of \$35,550.00 that occurred from February 12, 2021 to date (474 days) on Parcel #05884000, 1175 NW Ashley Street, Lake City, Florida 32055



for Jacqueline Espenship, Special Magistrate Order Case No. 2021-00000020  
(Presenter: Code Enforcement Officer, Marshall Sova)

Mr. Sampson recommended collecting the entire amount of the lien.

Mr. Jefferson asked about administration costs.

No motions were made.

11. Discussion and Possible Action - Consider rescheduling the August 1, 2022 City Council Meeting to take place on Thursday, August 4, 2022 at 6PM. Mayor Stephen Witt and Council Member Jake Hill, Jr. will be attending the Airport Conference from Saturday, July 30, 2022 through Wednesday, August 3, 2022. (Presenter: Mayor Stephen Witt)

The City Council members will meet on Thursday, August 4, 2022 at 5:15 PM as the Evaluation Committee for RFP 020-2022 City Attorney.

Members concurred to reschedule the August 1, 2022 City Council Meeting to August 4, 2022.

#### DEPARTMENTAL ADMINISTRATION

12. Discussion and Possible Action - Staff recommendation to approve proposed FY22/23 "Tentative" Millage Rate to the Columbia County Tax Appraiser for Truth in Millage (TRIM) Notice advertisement to property owners for the City's Tentative Budget Hearing (Interim City Manager Paul Dyal/Finance Director Donna Duncan)

Ms. Duncan provided members with two options for the Tentative Millage Rate: stay at the current rate of 4.9, or approve the roll back rate of 4.5.

**Mr. Sampson made a motion to approve the proposed FY22/23 "Tentative" Millage Rate at the proposed rate of 4.9 mills. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

13. Discussion and Possible Action - Staff recommendation to approve the TRIM Schedule for FY22/23 (Interim City Manager Paul Dyal/Finance Director Donna Duncan)

Ms. Duncan asked members to inform her of any issues they may have with the proposed dates.

**Mr. Sampson made a motion to approve the TRIM Schedule for FY22/23. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Sampson</b>	<b>Aye</b>
<b>Mr. Hill</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

COMMENTS BY COUNCIL MEMBERS

Mr. Hill reported he had some concerns with the lease agreement with HAECO at the airport.

ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:13 PM on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Audrey Sikes, City Clerk

**File Attachments for Item:**

2. Permit application from Lake City - Columbia County Chamber of Commerce to hold the Gateway City Craft Beer & Wine Festival on Saturday, October 22, 2022, from 7AM until 7:00 PM at Darby Pavilion and Wilson Park. The Lake City Columbia County Chamber of Commerce is requesting the fee to use Darby Pavilion in the amount of \$100.00 to be waived. All supporting documents including the certificate of insurance have been provided.

## City of Lake City

**Darby Pavilion**

**Special Events**

### Application

#### Applicant Information

Organization/Applicant Name: Lake City - Columbia County Chamber of Commerce

What is Event For?: Gateway City Craft Beer & Wine Festival

Contact Name: Joey O'Hern

Phone:

Address: 102 S Marion Ave

City: Lake City

State: FL

ZIP Code: 32025

Email: joey@lakecitychamber.com

Facility/Rank Requested: Darby/Wilson: see att map

Date Of The Event: 12/22/22

Time Requested: 7:00am - 7:00pm

Estimated Attendance: 2500 - 3000

#### Darby Pavilion Only

Alcohol:  YES  NO

Set Up Time: 7:00 AM

Event Time: 10:00am - 4:00pm

Clean Up Time: 4:00pm

#### Parade Information

Line Up Place and Time: N/A

Inclement Weather Date: N/A

Anticipated number of vehicles to be used in the parade: N/A

Parade Start Time: N/A

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)

N/A

#### Event Information

Will you be collecting admissions/donations of any type at this event?: Yes

Will any items be sold at this event (including food)?:

What kind?: Misc Crafters Vendors

Are you having other vendors participate in this event?: Yes

Please list: Food, beer, cigars, crafters

Is this event open to the public?: Yes

What Activities are planned?: Music, beer/wine tasting

Will tents be used?: Yes

Will bounce houses be used?:

Will you be serving food?:

RECEIVED

JUL 8 2022 *st*

OFFICE OF THE CHIEF

**Services Requested (Fees Apply)**

Security/Crowd Control Requested?: *yes*

Clean Up Requested?: *yes*

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

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

*Hernando Ave from NE Hamiton to NE Hillsboro  
Hamilton from NE Hernando to NE Lake Desoto Circle*

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

**Organization Information**

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

Federal ID#: *59-0323804*

Tax Exempt #:

**Fee Schedule**

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

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

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

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

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

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

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

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

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

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

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

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

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

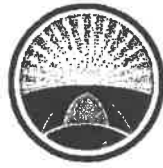
**Staff Use Only**

<p>Approved (All signatures required for approval)</p>	<p>Deposit Amount:  Date Due: <i>Ø</i></p>	<p>Map Attached: <input type="checkbox"/> D.O.T. Approval:  Proof of Insurance: <input type="checkbox"/></p>
<p>Denied</p>	<p>Electricity Needed:  Electricity Charge:</p>	<p>Road Closures:  Parking Lot Closures:</p>
<p>Rental Fee: <i>Ø</i></p>	<p>Total Received: <i>Ø</i></p>	<p>Deposit Returned:  Date: Amount:</p>

<p>Applicant Signature: <i>[Signature]</i></p>	<p>Date: <i>7/5/22</i></p>
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**Department Approval**

<p>Public Works Official: <i>[Signature]</i></p>	<p>Date: <i>7-7-22</i></p>
<p>Police Department Official: <i>[Signature]</i></p>	<p>Date: <i>7/13/2022</i></p>
<p>DOT Release (if applicable)</p>	<p>Date:</p>
<p>City Manager: <i>[Signature]</i></p>	<p>Date: <i>7/20/22</i></p>
<p>City Council:</p>	<p>Date:</p>
<p>CRA Official:</p>	<p>Date:</p>
<p>Recreation Department Official: <i>[Signature]</i></p>	<p>Date: <i>7/6/22</i></p>



**CHAMBER *of*  
COMMERCE**  
LAKE CITY • COLUMBIA COUNTY

**Chamber Builders:**

Anderson Columbia  
Co., Inc.

Carlisle Construction

Charles Perry  
Partners Inc.

City of Lake City

Columbia County

Florida Power and  
Light

First Federal Bank

Florida Gateway  
College

HCA Florida  
Lake City Hospital

HAECO

Lake City Hotels

Lettering.com

Meridian Behavioral  
Healthcare, Inc.

Millennium Bank

North Florida Mega  
Industrial Park

Nutrien

Odom, Moses &  
Company/  
Raymond James

SunStop Stores

VyStar Credit Union

July 5, 2022

Honorable Mayor Witt  
City of Lake City  
205 North Main Ave  
Lake City, FL 32055

Mayor Witt,

The Lake City – Columbia County Chamber of Commerce is requesting permission for the use of Wilson Park and the sounding areas for the 2022 Gateway Craft Beer & Wine Festival.

This event is expected to host over 70 different vendors from our region including craft brewers, wineries, crafters, makers and more! Last year, we had a record breaking year selling tickets from over 11 states and 600+ ticket holders. Because of your support, the event was a success and hundreds of people got to experience Lake City!

We appreciate the continued support from the City of Lake City to help ensure this event is offered to our citizens and visitors.

Sincerely,

Joey O'Hern, Executive Director  
Lake City – Columbia County Chamber of Commerce



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Wheeler Agency 622 SW Main Blvd  Lake City FL 32025-5708		<b>CONTACT NAME:</b> John Wheeler <b>PHONE (A/C, No, Ext):</b> (386) 752-8660 <b>E-MAIL ADDRESS:</b> john@thewheeleragency.com <b>FAX (A/C, No):</b> (386) 752-9802	
<b>INSURED</b>  Lake City - Columbia County Chamber of Commerce 162 S Marion Ave  Lake City FL 32025		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ARCH INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

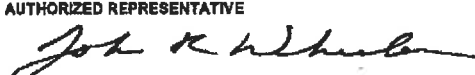
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>SPECIAL EVENT LIABILITY</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		SNCGL2982600	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ none PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000 Contingent Fireworks L \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			SNCGL2982600	06/01/2022	06/01/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED WHEN SUCH STATUS IS REQUIRED BY A WRITTEN AGREEMENT OR PERMIT.

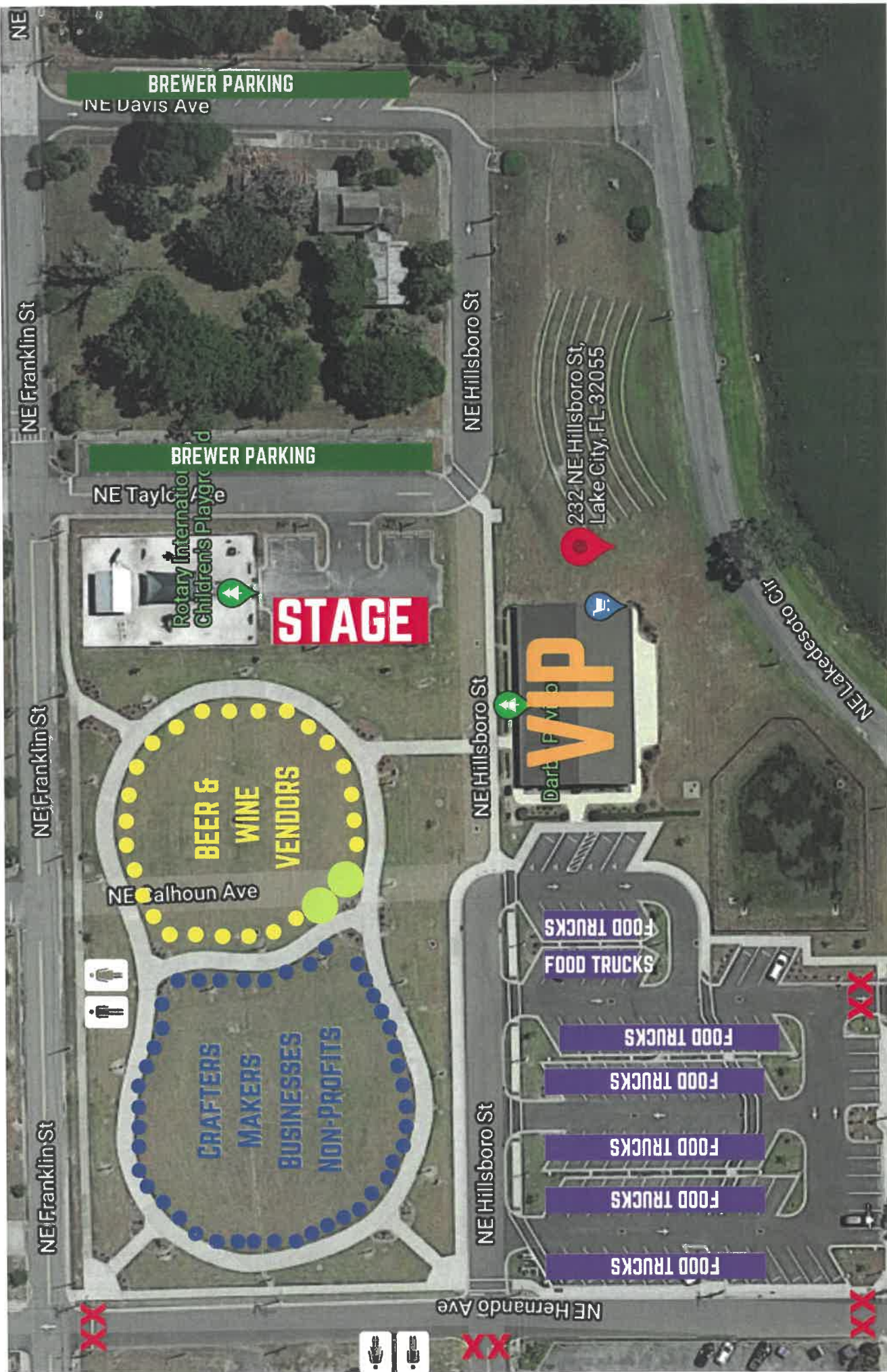
COVERAGE IS LIMITED TO SCHEDULED SPECIAL EVENTS: JULY 4TH FIREWORKS AT COLUMBIA COUNTY FAIR GROUNDS, GATEWAY CRAFT BEER FESTIVAL AT DARBY PAVILLION AND SANTA IN PARK/CHRISTMAS CARDS IN DOWNTOWN LAKE CITY, FL

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF LAKE CITY 205 N MARION AVE  LAKE CITY FL 32055	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ROAD CLOSED



VENDOR/TICKET HOLDER CHECK IN

BEER/WINE VENDOR



MAKERS/CRAFTERS VENDOR



**File Attachments for Item:**

3. Approval to award Bid (ITB-022-2022) for purchase of 12" FPVC C900 DR 18 Water Pipe to Consolidated Pipe & Supply, the lowest bidder. The 12" FPVC C900 DR 18 Water Pipe will be used to extend approximately 7,000 linear ft of water main within the subdivision along SW Heathridge Dr., Timberland Ct., Fieldstone Ct., and Woodleaf Ct. with fire hydrants. This is to provide potable water to customers with failing wells.

<b>MEETING DATE</b>
August 04, 2022

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Bid#ITB No. 022-2022

**DEPT / OFFICE:** Distribution & Collections

<b>Originator:</b> Brian Scott, Director of Distribution and Collections		
<b>Interim City Manager</b> Paul Dyal	<b>Department Director</b> Brian Scott	<b>Date</b> 07/28/2022
<b>Recommended Action:</b> Award lowest bidder, Consolidated Pipe & Supply, the bid for 12” FPVC C900 DR 18 Water Pipe. Bid#ITB No. 022-2022		
<b>Summary Explanation &amp; Background:</b>  On July 28, 2022, bids for 12” FPVC C900 DR 18 Water Pipe were received and evaluated. The lowest bidder was found to be Consolidated Pipe & Supply. The staff recommends awarding the bid to Consolidated Pipe and Supply based on reviews for the 12” water pipe in the lump sum of \$23,310.00  The 12” FPVC C900 DR 18 Water Pipe will be used to extend approximately 7,000 linear ft of water main within the subdivision along SW Heathridge Dr., Timberland Ct., Fieldstone Ct., and Woodleaf Ct. with fire hydrants. This is to provide potable water to customers with failing wells.		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> 410.70.536-060.63		
<b>Financial Impact:</b> \$23,310.00		
<b>Exhibits Attached:</b> 1) ITB No. 022-2022		



City of Lake City  
**Procurement**

Karen Nelmes, CPPB, NIGP-CPP, Procurement Director  
 205 N. Marion Ave., Lake City, FL 32055

**EVALUATION TABULATION**

ITB No. 022-2022

12" FPVC C900 DR18 WATER PIPE

RESPONSE DEADLINE: July 28, 2022 at 2:00 pm

Report Generated: Friday, July 29, 2022

**SELECTED VENDOR TOTALS**

Vendor	Total
Consolidated Pipe & Supply	\$23,310.00
Fortiline Inc.	\$24,607.80

**PURCHASE OF PIPE**

Selected	Line Item	Description	Quantity	Unit of Measure	Consolidated Pipe & Supply		Fortiline Inc.		
					Unit Cost	Total	Unit Cost	Total	
X	1	12" FPVC C900 DR18 WATER PIPE	315	Feet	\$74.00	\$23,310.00	\$78.12	\$24,607.80	
Total							\$23,310.00		\$24,607.80

**File Attachments for Item:**

9. City Council Ordinance No. 2022-2230 - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code related to Code Enforcement; providing for supplemental procedures to the Code Enforcement process; providing for conflicts; providing for severability; providing for codification; and providing for an effective date.

**Adopt City Council Ordinance No. 2022-2230 on first reading**

**ORDINANCE NO. 2022-2230**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE RELATED TO CODE ENFORCEMENT; PROVIDING FOR SUPPLEMENTAL PROCEDURES TO THE CODE ENFORCEMENT PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) has enacted regulations concerning the enforcement of the city code; and

**WHEREAS**, the City Code provides for both a code enforcement board and a special magistrate as means by which violations of the City Code are processed; and

**WHEREAS**, the City Council finds that the addition of supplemental procedures to enforce the City Code is in the best interests of the City.

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

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

**Section 2.** The Code of the City of Lake City is hereby amended by adding two divisions to article X, which shall read as follows:

**ARTICLE X. - CODE ENFORCEMENT BOARD**

**DIVISION 1. GENERALLY – BOARD AND SPECIAL MAGISTRATE**

\*\*\*

**DIVISION 2. SUPPLEMENTAL PROCEDURE**

**Sec. 2-701. Authority of division provisions.**

This division is adopted pursuant to F.S. ch. 162, part II (F.S. § 162.21 et seq.), as a supplemental enforcement procedure. This division is found to be necessary to protect the interest of the public health, safety and welfare of the citizens and residents of the city and the general public.

**Sec. 2-702. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Code enforcement officer* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city.

*Person* shall extend and be applied to individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and legal entities or combinations thereof.

**Sec. 2-703. Designation of code enforcement officers.**

The city, by and through its city manager or designee, shall designate certain of its employees or agents as code enforcement officers. Officers of the police department are hereby designated as a city code enforcement officer. The training and qualifications of the employees or agents for such designation shall be determined by the city manager or designee. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of F.S. §§ 943.085—943.255.

**Sec. 2-704. Citation procedure.**

(a) A code enforcement officer is hereby authorized to issue a citation to any person for violation of any code or ordinance when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that a violation has occurred.

(b) Except as provided by subsection (c) below, the code enforcement officer shall provide notice to the person that the person has committed a violation of such code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period to correct the violation shall not exceed thirty (30) days.

(c) A code enforcement officer is not required to provide the person with a reasonable time period to correct a violation prior to issuing a citation and may immediately issue a citation if:

- (1) A repeat violation is found, or
- (2) The code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or
- (3) The violation is irreparable or irreversible.

(d) Written warning notices, if applicable, and citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is fifteen (15) years of age or older and informing the person of the contents, or by registered or certified mail, return receipt requested. If the alleged violator

cannot be located and a citation relates to a motor vehicle, the citation shall be posted on the motor vehicle and the code enforcement officer shall attempt to identify the owner and effect delivery by registered or certified mail to the registered owner of the motor vehicle.

(e) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business during regular business hours with any employee and informing the employee of the contents, or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed to be an agent of the business for service of warning notices and citations.

(f) If upon personal investigation the code enforcement officer finds that the violation has not been corrected within the time period, a code enforcement officer may issue a citation for a civil infraction to the person accused of committing the violation.

(g) The citation shall be in such form prescribed by the city and consistent with the requirements of F.S. ch. 162, part II.

(h) Each violation of a code or ordinance is a separate civil infraction. Each day such violation continues shall be deemed to constitute a separate civil infraction.

(i) After issuing a citation to an alleged violator, the code enforcement officer shall:

- (1) Deposit the original citation and one copy of the citation with the clerk of court for the county court;
- (2) Provide the person cited with one copy; and
- (3) Retain one copy in the code enforcement officer's department or division file.

(j) If the alleged violator is known and present upon presentment of the citation and refuses to sign the citation, the code enforcement officer shall write the words "refused" or "refused to sign" in the space provided for the person's signature. The code enforcement officer shall then leave a copy of the citation with the person cited, if possible, and shall contact the police department to file the necessary reports alleging a violation of F.S. § 162.21(6), which provides that a person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree punishable as provided in F.S. §§ 775.082 or 775.083.



**Sec. 2-705. Penalties.**

(a) *Violation is civil infraction.* A violation of a city code cited and enforced under the provisions of this division shall be deemed a civil infraction.

(b) *Maximum penalty.* The maximum civil penalty for each violation shall not exceed the sum of \$500.00 plus any applicable court costs.

(c) *Uncontested citation.* A civil penalty of less than the maximum civil penalty shall be assessed if the person who has committed the civil infraction does not contest the citation. A schedule of such civil penalties may be adopted by the city council by separate resolution.

(d) *Payment of civil penalties.* All civil penalties shall be paid to and collected by the clerk of the court. All penalties collected by the clerk shall be turned over to the city finance department for deposit in the general revenue fund of the county.

**Sec. 2-706. Procedure for contesting a citation in county court.**

An alleged violator shall be entitled to contest any citation through an evidentiary hearing before the county court. The alleged violator shall be afforded an opportunity to request a hearing and, if requested, the hearing will be scheduled through the county court for a date and time certain. If the court determines no violation occurred, then no penalty shall be assessed against the alleged violator. If the court determines that an infraction did occur, the court shall order payment of the penalty together with taxable court costs. If said penalty and costs are not paid by a date and time certain as determined by the court, a civil judgment shall be issued against the violator in favor of the county.

If a person fails to pay the civil penalty or request a hearing within thirty (30) days of the date of issuance of the citation, fails to appear in court to contest the citation when a hearing has been requested, or fails to appear in court as may be otherwise required, the court may enter judgment for an amount not to exceed the sum of \$500.00 per infraction plus taxable costs and may issue a rule to show cause upon the request of the county. The court rule to show cause shall require such person to appear before the court to explain why action on the citation has not been taken. If any person against whom such rule has been issued fails to appear in response to the court's directive, the person may be held in contempt of court in the sole discretion of the county court. The county, as an additional remedy, may refer cases of violations not paid and not contested within fifteen (15) days of issuance to a collection agency for processing, collection, and notification of failure of payment to the credit bureau.

At any hearing pursuant to this division, the commission of a violation of a city ordinance must be proved by a preponderance of the

evidence. The Florida Rules of Civil Procedure and the Florida Evidence Code shall be applicable to any such hearing.

**Sec. 2-707. Exemptions.**

The provisions of this division shall not apply to the enforcement pursuant to sections of the Florida Building Code adopted pursuant to F.S. § 553.73 as they apply to construction, provided that a building permit is either not required or has been issued by the county.

**Sec. 2-708. Supplemental enforcement method.**

The provisions of this division are additional and supplemental means of enforcing city ordinances and may be used for the enforcement of any city ordinance or for the enforcement of all city ordinances. Nothing contained in this division shall prohibit the city from enforcing its ordinances by any other means.

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

**Section 4.** Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

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

*[Remainder of this page left blank intentionally.]*

**Section 6.** Effective Date. This ordinance shall become effective upon adoption.

**PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**NOTICE PUBLISHED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**PASSED AND ADOPTED** on the second and final reading this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

10. City Council Resolution No. 2022-076 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Florida Fill and Grading, Inc., related to furnishing and installing approximately 186 LF of 15" RCP storm sewer, type "E" inlets, precast manholes, trench drain, sand cement bag ditch paving, asphalt parking lot, sidewalk, and pavement striping, including all demolition, erosion controls and restoration as necessary for performance of the work; providing for the award of a contract; providing for the execution of a contract; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-076**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM FLORIDA FILL AND GRADING, INC., RELATED TO FURNISHING AND INSTALLING APPROXIMATELY 186 LF OF 15” RCP STORM SEWER, TYPE “E” INLETS, PRECAST MANHOLES, TRENCH DRAIN, SAND CEMENT BAG DITCH PAVING, ASPHALT PARKING LOT, SIDEWALK, AND PAVEMENT STRIPING, INCLUDING ALL DEMOLITION, EROSION CONTROLS AND RESTORATION AS NECESSARY FOR PERFORMANCE OF THE WORK; PROVIDING FOR THE AWARD OF A CONTRACT; PROVIDING FOR THE EXECUTION OF A CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) requires a contract for furnishing and installing approximately 186 LF of 15” RCP storm sewer, type “E” inlets, precast manholes, trench drains, sand cement bags, ditch paving, asphalt parking lot, sidewalks, and pavement striping, and including all demolition, erosion controls, and restoration as necessary for the performance of the referenced work (hereinafter the “Services”); and

**WHEREAS**, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

**WHEREAS**, an Invitation to Bid 010-2022 (hereinafter “ITB”) was advertised, and the city administration recommends that Florida Fill and Grading, Inc. (hereinafter “Florida Fill & Grading”) be awarded the contract; and

**WHEREAS**, the City Council finds that it is in the City’s best interest to award a contract to Florida Fill & Grading for the aforementioned Services pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Contract between the City of Lake City, Florida and Florida Fill and Grading, Inc.* (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

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

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

**Section 2.** The Contract is awarded to Florida Fill & Grading, and the execution of the same is authorized.

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

*[The remainder of this page is intentionally left blank.]*

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA,  
AND FLORIDA FILL AND GRADING, INC.**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of August 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and FLORIDA FILL & GRADING, INC. with a principal address of 1110 Sisters Welcome Rd, Lake City, Florida 32025 (hereinafter referred to as "Contractor").

**WHEREAS**, the City requires the furnishing and installation of approximately 186 linear feet (186') of 15 inch (15") RCP storm sewer, type "E" inlets, precast manholes, trench drain, sand cement bags, ditch paving, asphalt parking lot, sidewalk, and pavement striping, including all demolition, erosion controls and restoration as necessary for the performance of the work (hereinafter the "Project"); and

**WHEREAS**, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00; and

**WHEREAS**, the City invited bids through an Invitation to Bid (ITB-010-2022) and the Contractor was selected as the lowest responsible bidder; and

**WHEREAS**, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

**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 Contract.

2. **Definitions:** The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid, and its addendum (hereinafter collectively referred to as "ITB-010-2022" or "ITB"), reasonably inferred to the City, and general conditions, and supplementary conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.

(c) "CONTRACTOR" means Florida Fill and Grading, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means the furnishing and installing of approximately 186 LF of 15" RCP storm sewer, type "E" inlets, precast manholes, trench drain, sand cement bag ditch paving, asphalt parking lot, sidewalk, and pavement striping, including all demolition, erosion controls

and restoration as necessary for the performance of the work, the services and responsibilities listed within the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which are engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work, and materials for which the Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages the Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be as follows:

(a) Contractor shall execute this Contract within ten (10) days of the earlier of receipt hereof or the issuance of a Notice of Award; and

(b) The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City

representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed one hundred forty-eight thousand, five hundred dollars and zero cents (\$148,500.00), the amount shown in Contractor's Bid.

The Contractor shall submit periodic invoices to the City upon completion and acceptance of work. Payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice. Payment of invoices shall be contingent upon the appropriation of funds by the federal, state, or local government and receipt thereof by the City.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

(a) Commercial general liability insurance, with the City as an additional insured, with limits of liability of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements; and

(b) Business Vehicle/Umbrella Liability insurance with limits of

liability of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates for all claims arising out of the same incident or occurrence, for property damage, and personal injury. Notice, that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability; and

(c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance the Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers' compensation and professional liability insurance, the coverage shall name City as an additional insured for the City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses,

including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage, received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence, or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees

to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other government agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations, and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by the Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:**

The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed, and completed in a diligent, continuous, expeditious, and timely manner throughout.

Time is of the essence in the performance of all obligations assigned to the Contractor. If the Contractor fails to complete the Services within the time limit or extended time limit agreed upon, the City shall be entitled to retain or recover from the Contractor one hundred dollars and zero cents (\$100.00) per day, as liquidated damages and not as a penalty, commencing on the first day following the expiration of the contract time and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable

estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due to the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due to the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract, the proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The

Contractor shall notify the City of any legal actions filed against it by a governmental subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

**(a) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not



disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describes in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim is confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the

contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

(b) The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise

complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

(d) Termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

(e) Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-010-2022) and all addendum, and all attachments thereto, and the Contractor's response to the ITB, copies of which are available in the City Clerk's office. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding.

This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Execution in Counterparts and Authority to Sign.** This Agreement, any amendments, 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.

19. **Effective Date:** It is agreed by the City and Contractor that the effective date is that date first written above.

*[Remainder of page left blank intentionally.]*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt,  
Mayor

ATTEST:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

Approved as to form and legality:

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

ATTEST:

By: \_\_\_\_\_  
Jeanette S. Boone, Secretary

**FLORIDA FILL AND GRADING,  
INC.**

By: \_\_\_\_\_  
Charles A. Boone, Vice President

**File Attachments for Item:**

11. City Council Resolution No. 2022-077 - A resolution of the City Council of the City of Lake City, Florida, providing for the rescission of City Council Resolution Number 2022-067 relating to a memorandum of agreement with the Florida Fish and Wildlife Conservation Commission, the Fish and Wildlife Foundation of Florida, and Columbia County, Florida; providing for the execution of a revised memorandum of agreement with the Florida Fish and Wildlife Conservation Commission, North Florida Professional Services, Inc., the Fish and Wildlife Foundation of Florida, and the Columbia County Board of County Commissioners; providing for the construction of a pier at Lake Montgomery; providing for conflict; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-077**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR THE RESCISSION OF CITY COUNCIL RESOLUTION NUMBER 2022-067 RELATING TO A MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, AND COLUMBIA COUNTY, FLORIDA; PROVIDING FOR THE EXECUTION OF A REVISED MEMORANDUM OF AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, NORTH FLORIDA PROFESSIONAL SERVICES, INC., THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR THE CONSTRUCTION OF A PIER AT LAKE MONTGOMERY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), the Florida Fish and Wildlife Conservation Commission, the Fish and Wildlife Foundation of Florida, and the Columbia County Board of County Commissioners, (hereinafter collectively referred to as “the Parties”) entered into a memorandum of agreement (hereinafter “MOA”) for services to assist in the construction of a pier at Lake Montgomery; and

**WHEREAS**, the City Council approved Resolution 2022-067, authorizing the execution of a similar MOA; and

**WHEREAS**, the Parties have revised the MOA post-approval of Resolution 2022-067; and

**WHEREAS**, the City Council finds it to be in their respective best interests to rescind Resolution 2022-067, and any related offer and acceptance, and enter into a revised MOA, a copy of which is attached hereto.

**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 hereby incorporated herein and made a part of this resolution.

**Section 2.** Resolution number 2022-067, is hereby rescinded.

**Section 3.** The City is hereby authorized to execute and enter into the

revised MOA.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
AND  
NORTH FLORIDA PROFESSIONAL SERVICES, INC.  
AND  
THE FISH AND WILDLIFE FOUNDATION OF FLORIDA  
AND  
THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE CITY OF LAKE CITY  
FOR  
CONSTRUCTION OF THE LAKE MONTGOMERY PIER

THIS MEMORANDUM OF AGREEMENT is entered into by and between THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter called COMMISSION, NORTH FLORIDA PROFESSIONAL SERVICES, INC., Southwest 1450 FL-47, Lake City, Florida 32025, hereafter called NFPS, THE FISH AND WILDLIFE FOUNDATION OF FLORIDA, P.O. Box 11010 Tallahassee, FL 32302, hereafter called FOUNDATION, THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, 135 NE Hernando Avenue, Suite 203, Lake City FL 32055, hereafter called COUNTY, and THE CITY OF LAKE CITY, 205 N. Marion Ave. Lake City, FL 32055, hereafter called CITY.

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as LAKE MONTGOMERY PIER.

1. RESPONSIBILITIES OF THE PARTIES. The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. Responsibilities of the COMMISSION.

1. Complete geotechnical survey and provide results to NFPS.
2. Competitively bid construction of pier.
3. Provide funding necessary to pay remaining construction balance not covered by the other Parties' funds.
4. All day-to-day oversight and acceptance of the Contractor's work.
5. Oversee acceptance and payment of the Contractor's invoices.

B. Responsibilities of NFPS

1. All work provided under the terms of this Memorandum of Agreement by NFPS is as a community service and at no cost to the Commission, City of Lake City or Columbia County.
2. Provide signed and sealed plans suitable for permitting and constructing an ADA compliant, public fishing pier consisting of an 8 ft. by 150 ft. access pier and three 8ft. by 10 ft. terminal platforms within Lake Montgomery, location as described in Attachment A, attached hereto and made a part hereof.
3. Provide 30%, 60%, and final design drawings for Commission review and approval, including engineer's opinion of cost estimates at 60% and final plans.
4. Provide Commission with a complete bid package necessary for competitive solicitation.
5. Assist with answering questions during the question-and-answer period of the competitive solicitation.
6. Construction administration services provided by NFPS shall be limited to reviewing the Contractor's Applications for Payment and inspection for final approval.

C. Responsibilities of the FOUNDATION.

1. Provide up to \$100,000 in funding towards construction of the pier.

D. Responsibilities of the COUNTY.

1. Provide up to \$75,000 in funding towards construction of the pier.

E. Responsibilities of the CITY.

1. Provide up to \$100,000 in funding and/or in-kind services towards construction of the pier and other enhancements outlined in the 2022 Campbell Park Improvement Plan.
2. Provide necessary funding and in-kind services for construction of a new ADA sidewalk between the pier and existing parking lot.
3. Obtain necessary building permit(s) required for construction of the pier.
4. Officially recognize and name the pier after the largest private donation received prior to July 1, 2022.

2. TERM OF THE AGREEMENT. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of all parties, and that this Agreement shall be effective on the date of execution by all parties and shall remain in effect until completion of pier

construction, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by any parties.

3. **TERMINATION.** Any party may withdraw from this Agreement by giving written notice to the other parties specifying the termination date, by certified mail, return receipt requested, at least thirty (30) days prior to the termination date specified in the notice.

4. **NOTICES.** All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

**FOR THE COMMISSION:**

Chris Wynn  
Regional Director  
North Central Regional Office  
3377 East US Highway 90  
Lake City, Florida 32055  
(386) 758-0525  
[Chris.Wynn@myfwc.com](mailto:Chris.Wynn@myfwc.com)

**FOR NORTH FLORIDA PROFESSIONAL SERVICES INC.:**

Greg Bailey  
President  
SW 1450 FL-47  
Lake City, FL 32025  
(386) 758-0525  
[gbailey@nfps.net](mailto:gbailey@nfps.net)

**FOR THE FOUNDATION:**

Will Bradford  
Chief Operating Officer  
Fish and Wildlife Foundation of Florida  
P.O. Box 11010  
Tallahassee FL 32302  
(850) 404-6129  
[wbradford@wildlifeflorida.org](mailto:wbradford@wildlifeflorida.org)

**FOR THE COUNTY:**

Tim Murphy  
County Commissioner District 5  
Columbia County Board of Commissioners  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32056  
(386) 758-1005  
[tmurphy@columbiacountyfla.com](mailto:tmurphy@columbiacountyfla.com)

**FOR THE CITY:**

Stephen Witt  
Mayor  
City of Lake City  
205 N Marion Ave.  
Lake City, FL 32055  
(386) 719-5756  
[witts@lcfla.com](mailto:witts@lcfla.com)

5. **PUBLIC RECORDS.** All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties and shall be treated in the same manner as other public records are under Chapter 119, F.S.

6. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by any party of sovereign immunity or statutory limitations on liability.

7. NON-ASSIGNMENT. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

8. SEVERABILITY AND CHOICE OF VENUE. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

9. NO THIRD-PARTY RIGHTS. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any person not a party to this Agreement.

10. JURY TRIAL WAIVER. As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

11. ENTIRE AGREEMENT; AMENDMENT. This Agreement with all incorporated attachments and exhibits represent the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

Remainder of Page Intentionally Left Blank  
Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed through their duly authorized signatories on the day and year last written below.

FISH AND WILDLIFE  
FOUNDATION OF FLORIDA

COLUMBIA COUNTY

\_\_\_\_\_  
Chief Operation Officer

\_\_\_\_\_  
County Commissioner

Date \_\_\_\_\_

Date \_\_\_\_\_

NORTH FLORIDA PROFESSIONAL  
SERVICES INC.

President

Date

CITY OF LAKE CITY

FLORIDA FISH AND WILDLIFE  
CONSERVATION COMMISSION

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Executive Director or designee

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED as to form and legality:

\_\_\_\_\_/s/Quilla Miralia\_\_\_\_\_  
Commission Attorney Signature

Attachment A

Description of location

578 Baya Drive, parcel numbers 00-00-00- 12370-001 and 00-00-00-12386-999 Lake City, Florida 32025, in Section 31, Township 3 south, Range 17 east in Columbia County, at latitude 30°11'7.4357" / -82°38'41.2774" longitude.

**File Attachments for Item:**

12. City Council Resolution No. 2022-078 - A resolution of the City Council of the City of Lake City, Florida, Constituting the Fiscal Year 2022-2023 preliminary Fire Assessment Resolution; providing authority; providing purpose and definitions; relating to the provision of Fire Protection Services, facilities, and programs in the City of Lake City, Florida; confirming previous resolutions, as amended; reimposing Fire Protection Assessments and establishing Fire Protection not-to-exceed assessment rates; directing the preparation of the preliminary assessment roll; authorizing a Public Hearing and directing the provision of notice thereof; providing for application of assessment proceeds; providing for conflicts, and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-078**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, CONSTITUTING THE FISCAL YEAR 2022-2023 PRELIMINARY FIRE ASSESSMENT RESOLUTION; PROVIDING AUTHORITY; PROVIDING PURPOSE AND DEFINITIONS; RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF LAKE CITY, FLORIDA; CONFIRMING PREVIOUS RESOLUTIONS, AS AMENDED; REIMPOSING FIRE PROTECTION ASSESSMENTS AND ESTABLISHING FIRE PROTECTION NOT-TO-EXCEED ASSESSMENT RATES; DIRECTING THE PREPARATION OF THE PRELIMINARY ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of Lake City, Florida (the "City Council"), has enacted Ordinance No. 2002-958 (the "Ordinance") (codified as Chapter 46, Article IV, City of Lake City Code) which authorizes the imposition of Fire Protection Assessments for fire protection services, facilities, and programs against Assessed Property located within the City; and

**WHEREAS**, the reimposition of a Fire Protection Assessment for fire protection services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

**WHEREAS**, the City Council desires to reimpose a Fire Protection Assessment within the City using the procedures provided by the Ordinance, including the tax bill collection method for the Fiscal Year beginning on October 1, 2022; and

**WHEREAS**, the City Council adopts the 2022 Preliminary Rate Resolution as confirmed, supplemented, and amended herein, containing and referencing a brief and general description of the fire protection facilities and services to be provided to Assessed Property, describing the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for



fire protection services, facilities, and programs against Assessed Property, updating and estimating a rate of assessment, and directing the updating and preparation of the Assessment Roll, provision of published notice required by the Ordinance and mailed notice; and

**WHEREAS**, in order to reimpose Fire Protection Assessments for the Fiscal Year beginning October 1, 2022, the Ordinance requires the City Council to adopt an Annual Rate Resolution, during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties; and

**WHEREAS**, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

**WHEREAS**, notice of a public hearing shall be published and mailed as required by the terms of the Ordinance and herein.

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

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

**SECTION 2. PURPOSE AND DEFINITIONS.** This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance, as codified. This Preliminary Resolution initiates the annual process for updating the Assessment Roll and directs the imposition of Fire Protection

Assessments for the Fiscal Year beginning October 1, 2022. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, as amended, the Final Assessment Resolution, as amended, and in subsequently adopted Preliminary and Annual Resolutions. Except as amended and modified by this Resolution, Resolution Nos. 2008-058 and 2008-064 and all subsequent Preliminary and Annual Resolutions, as may have been subsequently amended, are hereby confirmed and ratified. The term “2021 Update Report” in this and subsequent Resolutions shall refer to the “City of Lake City Fire Assessment Update Study – Final Technical Report, dated July 26, 2021”, by Tindale-Oliver & Associates, Inc.

**SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.**

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

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

**SECTION 4. REIMPOSITION OF FIRE PROTECTION ASSESSMENTS.**

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

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

*[The remainder of the page was left blank intentionally.]*

(C) The Fire Protection Assessments to be imposed for the Fiscal Year commencing October 1, 2022, are hereby established and adopted as follows:

**FY2022-23 Fire Protection Assessment Rates**

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

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

(1) Single-Family Residential - For each Single Family Residential Assessed Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of single-family dwelling units on the parcel;

(2) Multi-Family Residential - For each Multi-Family Residential Parcel, the Fire Protection Assessment imposed shall be the applicable rate shown in subsection (C) above multiplied by the total number of multi-family dwelling units on the parcel;

(3) Non-Residential Property – Except for Recreational Vehicle Park property, the Fire Protection Assessment imposed for each Building of Non-Residential use shall be the applicable rate by Non-Residential rate category shown in subsection (C) above multiplied by the number of square feet of that Building.

If multiple buildings are located on a parcel, this calculation shall be performed for each Building, and the total Fire Protection Assessment for that parcel shall be the sum of the total calculated for all Buildings;

(4) Recreational Vehicle Park Property – Notwithstanding the procedure in subsection (D)(3) of this section for Non-Residential Property, the Fire Protection Assessment for each Tax Parcel of Recreational Vehicle Park property shall be computed as follows: (i) aggregate the amount of square footage for each Tax Parcel of Recreational Vehicle Park with recreational vehicle park spaces as reported to the Department of Health at 1,200 square feet each, with mobile home spaces as reported to the Department of Health at 2,400 square feet each, and with tent spaces as reported to the Department of Health at 500 square feet each; and (ii) assign the respective square foot rate of the Fire Protection Assessments shown in subsection (C) above for Commercial Property to the aggregated square footage of Recreational Vehicle Park property as calculated in subsection (4)(i) of this section.

(5) Vacant Property – For each Vacant Tax Parcel, excluding Agricultural Property as defined in Resolution No. 2017-065, the Fire Protection Assessments shall be equal to the rate shown in subsection (C) above for Vacant Property imposed on each Tax Parcel.

(6) Mixed Use Property – The Fire Protection Assessments for each Tax Parcel classified in two or more property Use Categories

shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

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

(F) The provisions for Indigency Relief, Section 9 of Resolution No. 2008-058, and Extraordinary Vacancy Adjustment for Recreational Vehicle Parks, Section 10 of Resolution No. 2008-058, are hereby affirmed and ratified. The naming of the Columbia County Tax Collector as the City Manager’s designee related to administration of Indigency Relief in Resolution No. 2021-129 is hereby reaffirmed.

**SECTION 5. PRELIMINARY ASSESSMENT ROLL.**

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2022, in the manner provided in the Ordinance and this Resolution. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in Resolution No. 2008-058, as modified and confirmed by Preliminary and Annual Resolutions adopted in subsequent years, and as modified and set forth in the 2021 Update Report, and this Resolution. A copy

of this Preliminary Rate Resolution, the Ordinance, the Initial Assessment Resolution, the Final Assessment Resolution, and Preliminary and Annual Resolutions adopted in subsequent years, the 2021 Update Report, and the updated Preliminary Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the updated Assessment Roll proposed for the Fiscal Year beginning October 1, 2022, be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public or available to City staff that will provide such information to the public.

(B) The amount any Tax Parcel has due as a delinquency or amount due of the Fire Rescue Assessment imposed in any prior year and remaining unpaid shall be collected along with the applicable Fire Assessment due for that Tax Parcel for Fiscal Year 2022-23.

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

**SECTION 6. AUTHORIZATION OF PUBLIC HEARING.** There is hereby established a public hearing to be held at 6:00 p.m., or as soon as possible thereafter, on September 6, 2022, in the City Council Chambers of City Hall, 205 North Marion Avenue, Lake City, Florida, at which time the City Council will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners and consider imposing Fire

Protection Assessments for the Fiscal Year beginning October 1, 2022 and collecting such assessments on the same bill as ad valorem taxes; provided, however, that Fire Protection Assessments for Government Property may be collected pursuant to Section 46-130 of the Code of the City of Lake City, Florida. Fire Protection Assessments adopted and imposed by the City after the public hearing shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The adoption of an Annual Rate Resolution after the public hearing shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Protection Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the adoption of the Annual Rate Resolution.

**SECTION 7. NOTICE BY PUBLICATION.** The City Manager shall publish a notice of the public hearing authorized by Section 6 of this Preliminary Rate Resolution in the manner and time provided in Section 46-101 of the Code of the City of Lake City, Florida. The notice shall be in substantially the same form as set forth in Appendix C of Resolution No. 2009-074 with changes as needed to conform to this Resolution. The notice shall be published no later than August 17, 2022.

**SECTION 8. NOTICE BY MAIL.** The City Manager shall provide notice by first class mail to the Owner of each parcel of Assessed Property in the event circumstances described in Section 46-105 of the Code of the City of Lake City, Florida so require. The notice shall contain the information required by Florida Statutes Section 197.3632 and/or be in substantially the same



form as set forth in Appendix D of Resolution No. 2009-074 with changes as needed to conform to this Resolution. Such notices shall be mailed no later than August 17, 2022.

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

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

13. City Council Resolution No. 2022-079 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement to the Public Transportation Grant Agreement; providing for an extension of the contract's deadline to August 31, 2023; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-079**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE *PUBLIC TRANSPORTATION GRANT AGREEMENT*; PROVIDING FOR AN EXTENSION OF THE CONTRACT'S DEADLINE TO AUGUST 31, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 18, 2019, the City of Lake City, Florida (hereinafter the "City") and the Florida Department of Transportation (hereinafter "FDOT"), entered into a *Public Transportation Grant Agreement* (hereinafter the "Agreement") pursuant to City Council Resolution No. 2019-133; and

**WHEREAS**, the City and FDOT have determined that an amendment to the Agreement that affords an extension of the completion date to August 31, 2023, is necessary; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to amend the Agreement by executing the *Amendment for Extension of Public Transportation Grant Agreement* (hereinafter the "Amendment"), a copy of which is attached hereto.

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

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The City is hereby authorized to execute the Amendment to the Agreement.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Amendment 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 the Amendment 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. Execution by the Mayor and FDOT shall be deemed to be conclusive evidence of

approval of such changes, amendments, modifications, omissions, and additions.

**Section 4.** This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on this \_\_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

Form 725-000-04  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

**DATE:** 7/19/22

**TO:** Florence Straugh  
City of Lake City

**FROM:** Donna Whitney

**CONTRACT NUMBER:** G1H40

**AMENDMENT NUMBER:** Amendment #1

**FINANCIAL MANAGEMENT NUMBER:** 438033-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and City of Lake City ("Agency"), dated 12/11/2019, is scheduled to expire on the 30 day of September, 2022.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 31 day of August, 2023, for additional time to complete the Project for the following reasons: The City is requesting an extension of the grant for Strategic Business Plan for Lake City Gateway Airport. Originally, the City planned to conduct both the Airport Master Plan (AMP) and Strategic Business Plan (SBP) studies at the same time. During the unprecedented COVID pandemic, delays were experienced due to the inability to meet, which were unexpected. In addition, the City determined that it was required by the City's charter that a formal committee be established by the City Council and that the Strategic Business Plan process needed to be done separately from the AMP process. During the delays of the AMP, there were leadership changes with the City, which has further delayed the SBP.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on \_\_\_\_\_ (to be completed by Department).

Agency: City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

\_\_\_\_\_

**File Attachments for Item:**

14. City Council Resolution No. 2022-080 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a release and satisfaction of lien; providing for the release of a Code Enforcement Lien recorded in Official Records Book 1280, Page 2190, of the Public Records of Columbia County, Florida; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-080**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN; PROVIDING FOR THE RELEASE OF A CODE ENFORCEMENT LIEN RECORDED IN OFFICIAL RECORDS BOOK 1280, PAGE 2190, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) is the holder of a City Code Enforcement Lien (hereinafter the “City Lien”) against property owned, controlled, or possessed by then Respondent Magnolia TC 3 REO, LLC (hereinafter the “Property Owner”), at the time of the entry of a Magistrate’s Order imposing a fine (Case No.: 14-52400968), said order having been recorded in the Official Records Book 1280, beginning at Page 2190, of the public records of Columbia County, Florida; and

**WHEREAS**, the City Council, on May 5, 2022, found that it is in the best interests of the City to release, terminate, and cancel City’s lien by recording a *Release and Satisfaction of Lien*, a copy of which is attached hereto and made a part of this resolution.

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

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

**Section 2.** The City hereby authorizes the Mayor to execute the *Release and Satisfaction of Lien* and directs that said instrument be recorded in the public records of Columbia County, Florida.

**Section 3.** Effective Date. This Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



**CODE ENFORCEMENT SPECIAL MAGISTRATE  
CITY OF LAKE CITY, FLORIDA**

CITY OF LAKE CITY, FLORIDA,  
Petitioner,

Case No.: 14-52400968

vs.

MAGNOLIA TC 3 REO, LLC,  
Respondent.

\_\_\_\_\_ /

**RELEASE AND SATISFACTION OF LIEN**

The CITY OF LAKE CITY, FLORIDA (hereinafter the "City"), filed and recorded a lien on, or around, August 26, 2014, in Official Records Book 1280, Page 2190, Official Records of Columbia County, Florida, on the real property previously owned by Respondent, MAGNOLIA TC 3 REO, LLC, specifically located at 862 NW Georgia Avenue in Lake City, Florida.

The City of Lake City hereby releases said lien and all rights of lien or claims of whatsoever kind or character as therein claimed.

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

Signed this \_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

BY: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Audrey E. Sikes,  
City Clerk

BY: \_\_\_\_\_  
Frederick L. Koberlein Jr.,  
City Attorney

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_physical presence or \_\_\_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Stephen M. Witt, Mayor, on behalf of the City of Lake City, Florida, who are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public - Signature

\_\_\_\_\_  
Notary Name - Printed

CODE ENFORCEMENT SPECIAL MAGISTRATE  
CITY OF LAKE CITY, FLORIDA

CITY OF LAKE CITY, FLORIDA

CASE NO. 14-52400968

PETITIONER,

v.

MAGNOLIA TC 3 REO, LLC,

RESPONDENT.

---

AMENDED ORDER

THIS CAUSE came before the Special Magistrate on August 14, 2014, at the request of Petitioner, and the Special Magistrate having heard and received testimony and evidence from Petitioner and Respondent, makes the following findings of fact and conclusions of law and thereupon ORDERS as follows:

**Findings of Fact**

1. Respondent, MAGNOLIA TC 3 REO, LLC, is the owner of residential real property located at 862 NW Georgia Avenue in Lake City, Florida, and more particularly described in Exhibit A.
2. City of Lake City Code Inspector Beverly Wisman inspected Respondent's property on June 16, 2014, and observed the following conditions:  

Trash and debris littering the yard from unpermitted demolition of a mobile home structure on the subject property.
3. On June 24, 2014 Petitioner sent a Notice of Violation to Respondent describing the alleged violations and providing Respondent until July 16<sup>th</sup> to correct them.

4. The June 24<sup>th</sup> Notice of Violation was delivered to Respondent's mailing address via certified U.S. mail on June 26, 2014.
5. A Notice of Hearing for August 14, 2014, was delivered to Respondent along with the Notice of Violation.
6. City of Lake City Code Inspector Beverly Wisman re-inspected Respondent's property on or about August 13, 2014 and observed the following conditions:

The trash and debris from the unpermitted demolition work was piled along the curb fronting the subject property.

7. No trash pickup services are active for the subject property.

#### **Conclusions of Law**

1. The authority of the undersigned special magistrate to hear and determine the violations alleged by Petitioner comes from Part I, chapter 162, Florida Statutes; Chapter 2, Article X, Section 2-414 of Lake City, Florida Code of Ordinances; and Lake City Council Resolution No. 2014-050.
2. The proceedings in this matter are governed by chapter 162, Florida Statutes, and Article X, Chapter 2, Part II, Lake City, Florida Code of Ordinances.
3. Respondent was properly notified of the alleged violations and provided with a reasonable period of time within which to correct the violations.
4. Respondent completed the demolition of the mobile home without a permit and cleaned up the subject property, however, Respondent failed to remove and properly dispose of the trash and debris resulting from demolition of the mobile home on the property.
5. Petitioner requested a hearing and provided proper notice to Respondent of its date, time and location.

6. Respondent's property located at 862 NW Georgia Avenue in Lake City, Florida is in violation of Section 22-191, Lake City, Florida Code of Ordinances, which concerns public nuisances.

**Order**

1. Respondent shall take the actions necessary to correct the violation found on the subject property within 30 days of the date of this Order.
2. In the event the subject property is not brought into compliance with Petitioner's Code of Ordinances on or before the 30<sup>th</sup> day, a daily fine of one-hundred and fifty dollars and zero cents (\$150.00) will begin to accrue on the 31<sup>st</sup> day in accordance with Section 162.09, Florida Statutes, and may become a lien on the property upon which Petitioner may foreclose.
3. In addition, Respondent is ordered to pay Petitioner's enforcement costs in the amount of six dollars and ninety cents (\$6.90) within ten days of receipt of this order. In the event, such costs are not timely paid by Respondent, \$6.90 may be added to the amount of any lien placed on the subject property by Petitioner pursuant to above paragraph no. 2.

DONE AND ORDERED in this 26<sup>th</sup> day of August 2014.

  
JENNIFER B. SPRINGFIELD  
SPECIAL MAGISTRATE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to Beverly Wisman, City of Lake City, Florida via electronic mail to [wismanb@lcfla.com](mailto:wismanb@lcfla.com) and to Respondent, Magnolia TC 3 REO, LLC via certified mail to 558 W. New England Avenue, Suite 250, Winter Park, Florida 32789 this 26<sup>th</sup> day of August 2014.

  
Jennifer B. Springfield

Cc via e-mail: Wendell Johnson  
Robert Hathcox  
Herbert F. Darby

**File Attachments for Item:**

15. City Council Resolution No. 2022-081 - A resolution of the City Council of the City of Lake City, Florida, authorizing an eminent domain action by the City; providing for legal action against property to enhance Sallie Mae Jerry Park; providing for severability; providing for conflicts; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-081**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AN EMINENT DOMAIN ACTION BY THE CITY; PROVIDING FOR LEGAL ACTION AGAINST PROPERTY TO ENHANCE SALLIE MAE JERRY PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes, the City of Lake City (hereinafter the “City”), is authorized to exercise the right and power of eminent domain; that is, the right to appropriate property; and

**WHEREAS**, the City Council may, by resolution, authorize the acquisition by eminent domain of property, real or personal, for City use or purpose designated by such resolution, including the fee title to lands; and

**WHEREAS**, pursuant to proper authorization, the City has had a certain land described by the Columbia County Property Appraiser as Parcel 11480 located, surveyed, and appraised to be acquired as part of a public park located within the City, more particularly described on “Exhibit A”, all of which is hereafter referred to as the “Property”; and

**WHEREAS**, the City Council finds that the city administration has attempted to locate the property owners and negotiate a fair market value price for the Property without success, and it is in the best interest of the City to proceed with an eminent domain action on the Property.

**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 acquisition of fee title to the Property by eminent domain to improve a public park is in the best interests of the City, and that acquisition of the Property, and the city administration is authorized to acquire same by gift, purchase, or eminent domain action in accordance with Florida law.



**Section 3.** Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of August, 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Client	City of Lake City	File No.	22-A-317-1
Property Address	135 NW Long St		
City	Lake City	County	Columbia County
		State	FL
		Zip Code	32055
Owner	Ethelene Moore and Burnie Livingston		

**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

(USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

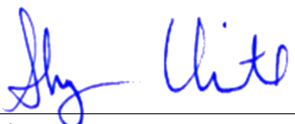
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1 to 3 months based on the definition cited above.

**Comments on Appraisal and Report Identification**

Note any USPAP related issues requiring disclosure and any State mandated requirements:


This appraisal report is prepared for the sole and exclusive use by the Client as identified elsewhere in the report. The Intended Use is to evaluate the property that is the subject of this appraisal to establish market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form and Definition of Market Value. No additional Intended Users are identified by the appraiser. The appraiser is not a home inspector. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free of defects.

**APPRAISER:**


Signature:   
Name: Shyann Viola Urioste

State Certification #: Trainee RI24849  
or State License #: \_\_\_\_\_  
State: FL Expiration Date of Certification or License: 11/30/2022  
Date of Signature and Report: 05/23/2022  
Effective Date of Appraisal: 05/04/2022  
Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
Date of Inspection (if applicable): 05/04/2022

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature:   
Name: Jordan Chase Moses

State Certification #: Cert Gen RZ3672  
or State License #: \_\_\_\_\_  
State: FL Expiration Date of Certification or License: 11/30/2022  
Date of Signature: 05/23/2022  
Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
Date of Inspection (if applicable): 05/04/2022

	Client File #:		Appraisal File #:	22-A-317-1
	<h1>Appraisal Report • Land</h1>			
	Appraisal Company: Candler, Moses & Associates, Inc.			
	Address: 184 North Marion Avenue, Lake City, FL 32055			
Phone: (386) 755-2774		Fax: (386) 755-8534		Website: www.candlermoses.com
Appraiser: Shyann Viola Urioste		Co-Appraiser: Jordan Chase Moses		
AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS		AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS		
AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation: Appraisal Institute		
E-mail: shyann@candlermoses.com		E-mail: chase@candlermoses.com		
Client: City of Lake City		Contact: Jason Dumas		
Address: 692 SW St. Margarets St., Lake City, Florida 32055				
Phone: (386) 758-5400 ext. 458		Fax:		E-mail: dumasj@lcfla.com
<b>SUBJECT PROPERTY IDENTIFICATION</b>				
Address: 135 NW Long St				
City: Lake City		County: Columbia County		State: FL ZIP: 32055
Legal Description: See survey in the addendum.				
Tax Parcel #: 00-00-00-11480-000		RE Taxes: 458.57		Tax Year: 2021
Use of the Real Estate As of the Date of Value:		Vacant/Residential		
Use of the Real Estate Reflected in the Appraisal:		Vacant/Residential		
Opinion of highest and best use (if required):		Residential		
<b>SUBJECT PROPERTY HISTORY</b>				
Owner of Record: Ethelene Moore and Burnie Livingston				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		No sales history for the past three years for the subject.		
Description and analysis of agreements of sale (contracts), listings, and options:		The subject is not currently listed for sale and is not held under any contracts or agreements for sale.		
<b>RECONCILIATIONS AND CONCLUSIONS</b>				
Indication of Value by Sales Comparison Approach		\$ 7,500		
Indication of Value by Cost Approach		\$ Not Developed.		
Indication of Value by Income Approach		\$ Not Developed.		
Final Reconciliation of the Methods and Approaches to Value: In this instance, only the Sales Comparison Approach was developed because this appraisal analysis is considered to be the most reliable within the market area and the most commonly used. The Cost and Income Approaches were not developed because it is not typically relied on for valuing vacant residential land properties within this market.				
Opinion of Value as of: 05/04/2022		\$ 7,500		
Exposure Time: 1 to 3 months				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input type="checkbox"/> Extraordinary Assumptions cited on the following page.				

\*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the AI Reports®. AI Reports® AI-120.05 Appraisal Report - Land© Appraisal Institute 2017, All Rights Reserved

<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	135 NW Long St, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-317-1

**ASSIGNMENT PARAMETERS**

Intended User(s): The City of Lake City is the client and intended user.

Intended Use: The intended use of this report is to assist the client in determining the subject property's fair market value for the purpose of acquisition.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value Effective Date of Value: 05/04/2022

Interest Appraised:  Fee Simple  Leasehold  Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) None

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) None

This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).

**SCOPE OF WORK**

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
<p><b>Appraiser</b>  Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Date of Inspection: 05/04/2022  Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Physically inspected the interior and exterior of the property as well as reviewed aerial photographs. Aerial photographs and site calculations were obtained from the Columbia County Property Appraiser's Office.</p>	<p><b>Cost Approach:</b>  <input type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
<p><b>Co-Appraiser</b>  Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Date of Inspection: 05/04/2022  Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Physically inspected the interior and exterior of the property as well as reviewed aerial photographs. Aerial photographs and site calculations were obtained from the Columbia County Property Appraiser's Office.</p>	<p><b>Sales Comparison Approach:</b>  <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
	<p><b>Income Approach:</b>  <input type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>

Additional Scope of Work Comments: In preparing the appraisal, the appraiser: Gathered information on comparable sales from a variety of sources including the appraiser's files, public records, and local Multiple Listing Services; Confirmed all comparable sales with parties to the transaction when possible; Analyzed the data and applied the Sales Comparison Approach, which is believed to be the most applicable within this market area for this type of property. The appraiser physically viewed each of the comparable sales. The appraiser is not an inspector. The appraisal report does not guarantee that the property is free of defects.

Significant Real Property Appraisal Assistance:  None  Disclose Name(s) and contribution:

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	135 NW Long St, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-317-1

**MARKET AREA ANALYSIS**

<b>Location</b> <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	<b>Built Up</b> <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	<b>Growth</b> <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<b>Supply &amp; Demand</b> <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<b>Value Trend</b> <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Decreasing	<b>Typical Marketing Time</b> <input checked="" type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months
<b>Neighborhood Single Family Profile</b>		<b>Neighborhood Land Use</b>		<b>Neighborhood Name:</b> N/A	
Price	Age	1 Family	Commercial	PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ /	
45	Low	100	65%	Amenities:	
250	High	100	%		
120	Predominant	50	10%		
		Multifamily	%		

Market area description and characteristics: The subject neighborhood has a suburban location in the north central portion of Lake City and Columbia County, Florida. The defined neighborhood boundary is best described as a one mile radius from the subject with a southern boundary of Southeast Baya Drive. The neighborhood area consists of single family site-built homes, manufactured homes and recreational areas. Commercial improvements are mostly located on the major roadways within the neighborhood boundaries. Proximity to employment centers, schools, and shopping areas is considered to be typical for suburban areas of Lake City and Columbia County. No adverse features were noted to affect the marketability of the subject property within this particular neighborhood location.

**SITE ANALYSIS**

Dimensions: 50.09 x 107.3	Area: 5,227.20 sf
View: Typical, Residential	Shape: Rectangular
Drainage: Not located in a designated flood zone.	Utility: Average
<b>Site Similarity/Conformity To Neighborhood</b>	<b>Zoning/Deed Restriction</b>
Size: <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	View: <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
	Zoning: RSF-3 ( Residential Single Family Min- 10,000 sq ft) <input type="checkbox"/> Legal <input type="checkbox"/> No zoning <input checked="" type="checkbox"/> Legal, non-conforming <input type="checkbox"/> Illegal
	Covenants, Condition & Restrictions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Documents Reviewed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Ground Rent \$ /
<b>Utilities</b>	<b>Off Site Improvements</b>
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other Private Providers	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private County Maintained Paved
Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other City of Lake City	Alley <input type="checkbox"/> Public <input type="checkbox"/> Private None
Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other City of Lake City	Sidewalk <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Municipal
Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other City of Lake City	Street Lights <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Municipal

Site description and characteristics: The subject property is a rectangular shaped lot that is 0.12 acres or 5,227.20 square feet in size. The subject is a cleared lot. The topography is relatively level and at or slightly above road grade. Access is from the north side of Northwest Long Street, a county maintained paved roadway. The property is zoned Residential Single Family-3 with a minimum lot size of 10,000 square feet. The property is considered a legal, non-conforming lot due to its existence prior to the adoption of the 1991 Land Development Regulations. Municipal gas, water and sewer is available to the subject. According to FEMA Maps the property is located in a low risk flood area (see attached flood report). The appraiser has not been provided with title work and as a result, there could be some encroachments that were not visible to the appraiser and possibly located in public records. A survey has been provided and is attached in the addendum of this report.

**HIGHEST AND BEST USE ANALYSIS**

Present Use  Proposed Use  Other

Summary of highest and best use analysis: Based on the current use of the subject property, surrounding uses within the neighborhood area as well as current zoning and land use plan regulations, and the physical characteristics of the site, I would estimate the highest and best use of the subject property to be for residential use.

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	135 NW Long St, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-317-1

**SITE VALUATION**

**Site Valuation Methodology**

- Sales Comparison Approach:** A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction:** A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method:** (Describe methodology and rationale)

**Site Valuation**

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	135 NW Long St Lake City, FL 32055	509 NW Wilson St Lake City, FL 32055		413 SE Lomond Ave Lake City, FL 32025		917 NE Congress Ave Lake City, FL 32055	
Proximity to Subject		0.41 miles SW		1.56 miles SE		0.43 miles E	
Data Source/ Verification		Public Records Owner/Seller		Public Records Owner/Seller		Public Records Public Records	
Sales Price	\$		\$ 10,300		\$ 7,300		\$ 7,500
Price / Lot	\$		\$ 1.46		\$ 1.40		\$ 0.84
Sale Date		12/30/2021	0	03/10/2022	0	04/28/2022	0
Location	Suburban	Suburban	0	Suburban	0	Suburban	0
Site Size	5,227.20 sf	7,056.72 sf	0	5,227.20 sf	0	8,925 sf	0
Site View	N;Res;	N;Res;	0	N;Res;	0	N;Res	0
Site Improvements	None	None	0	None	0	None	0
Vegetation	Cleared/Level	Cldr/Slightly Below	0	Cleared/Level	0	Cleared/Level	0
Width/Frontage	50'	70'	-2,500	50'	0	52.5'	0
Net Adjustment		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -2,500	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value		Net Adj. 24.3 %		Net Adj. %		Net Adj. %	
		Gross Adj. 24.3 %	\$ 7,800	Gross Adj. %	\$ 7,300	Gross Adj. %	\$ 7,500
Prior Transfer History	None in the past 36 months.	None in the past 12 months.		Sold on 03/10/2022 for \$4,500.		None in past 12 months.	

**Site Valuation Comments:** The appraiser conducted an extensive search for properties that were believed to be the most comparable to the subject property. The sales used are believed to be the best sales available with the least amount of adjustments.

Overall, current market conditions within the neighborhood area have continuously improved over the past several years with increases within the past two years of 10% or more per year for properties similar to the subject. All sales occurred within six months or less of the date of value and are considered indicative of the current market conditions. No adjustments are required.

**Site Valuation Reconciliation:** All sales are located in similar suburban neighborhoods. No location adjustments are required. All sales are also similar in size, vegetation, and site view. Sale 2 has an elevations that is slightly below road grade, however after verifications from the buyer this feature did not have an adverse impact on the sale price. The only notable difference in the properties is width. As observed in Sale 1, the wider width, and subsequent greater utility, yields a higher unit price and a downward adjustment has been applied accordingly. Based on the sales data analyzed, current market conditions and other relevant factors, my opinion of the market value of the subject property as vacant and available for highest and best use is \$7,500.

**Opinion of Site Value** **\$ 7,500**

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## Subject Land Photo Page

Client	City of Lake City						
Property Address	135 NW Long St						
City	Lake City	County	Columbia County	State	FL	Zip Code	32055
Owner	Ethelene Moore and Burnie Livingston						



### Subject Front

135 NW Long St  
Sales Price  
Date of Sale  
Site Area 5,227.20 sf  
Location Suburban  
Vegetation Cleared/Level  
Width/Frontage 50'



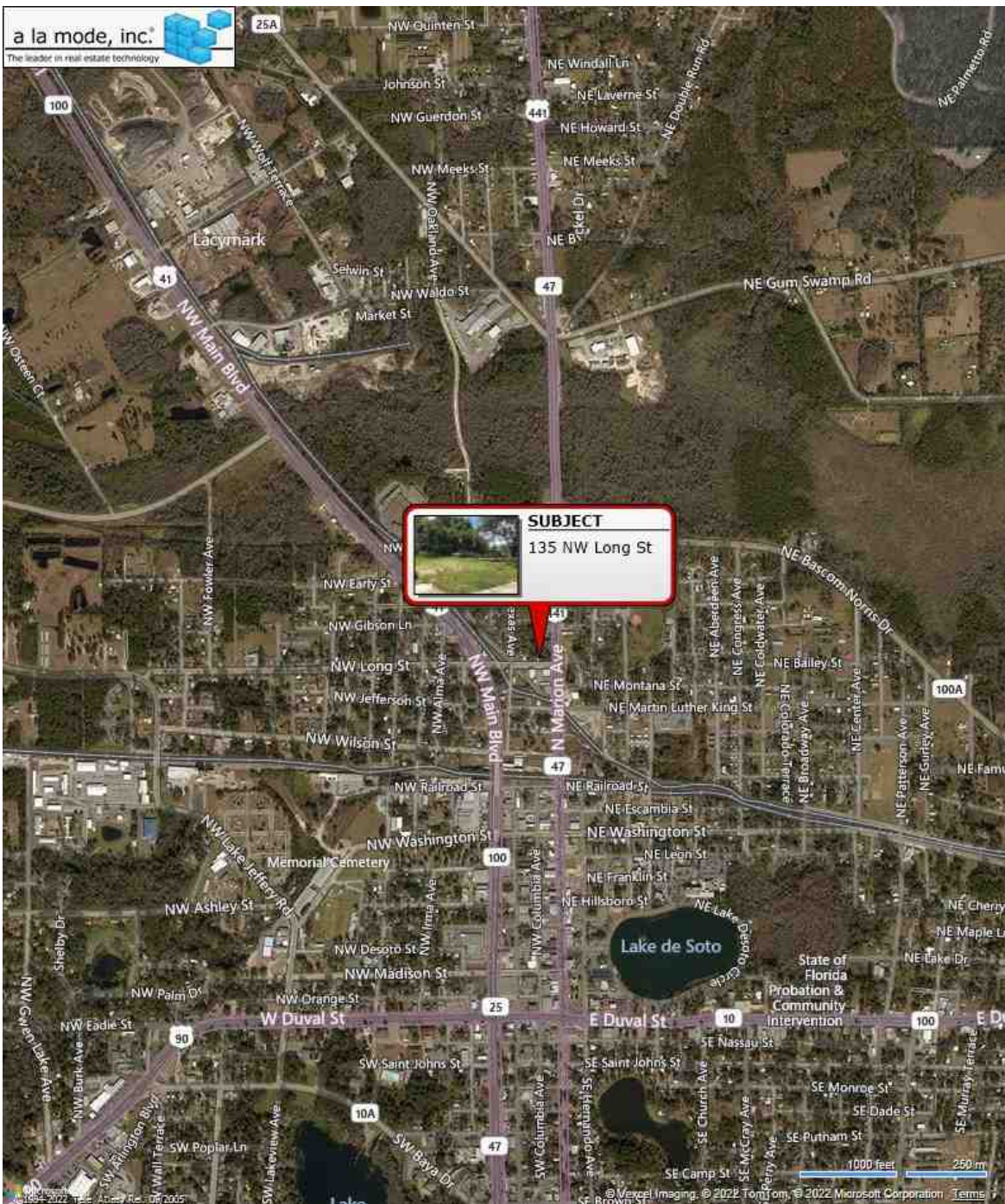
### Subject Rear



### Subject Street

### Subject Location Map

Client	City of Lake City						
Property Address	135 NW Long St						
City	Lake City	County	Columbia County	State	FL	Zip Code	32055
Owner	Ethelene Moore and Burnie Livingston						





Client	City of Lake City
Property Address	135 NW Long St
City	Lake City
Owner	Ethelene Moore and Burnie Livingston
County	Columbia County
State	FL
Zip Code	32055

# EFFECTIVE FLOOD INFORMATION REPORT



Location Information	
County:	<b>COLUMBIA</b>
Parcel:	<b>00-00-00-11480-000</b>
Flood Zone:	<b>X</b>
Flood Risk:	<b>LOW</b>

1% Annual Chance Base Flood Elev*	<b>Not Applicable</b>
10% Annual Chance Flood Elev*	<b>Not Applicable</b>
50% Annual Chance Flood Elev*	<b>Not Applicable</b>

\* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below

## Legend with Flood Zone Designations

1% Flood -Floodway (High Risk)	Area Not Included	CrossSections	Wetlands
1% Flood - Zone AE (High Risk)	SFHA Decrease	County Boundaries	
1% Flood - Zone A (HighRisk)	SFHA Increase	FIRM Panel Index	
1% Flood - Zone VE (HighRisk)	Depressions	Parcels	
0.2% Flood-Shaded Zone X (Moderate Risk)	BaseFlood Elevations (BFE)	River Marks	

Anywhere it can rain, it can flood  
Know your risk.



[www.srwmfloodreport.com](http://www.srwmfloodreport.com)

## Supplemental Information

Watershed	Upper Suwannee	Map Effective Date	11/2/2018	Special Flood Hazard Area	No
FIRM Panel(s)	12023C0284D				

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov>) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA [Change Your Flood Zone Designation](#) | [FEMA.gov](https://www.floodsmart.com). Information about flood insurance may be obtained at (<https://www.floodsmart.com>)

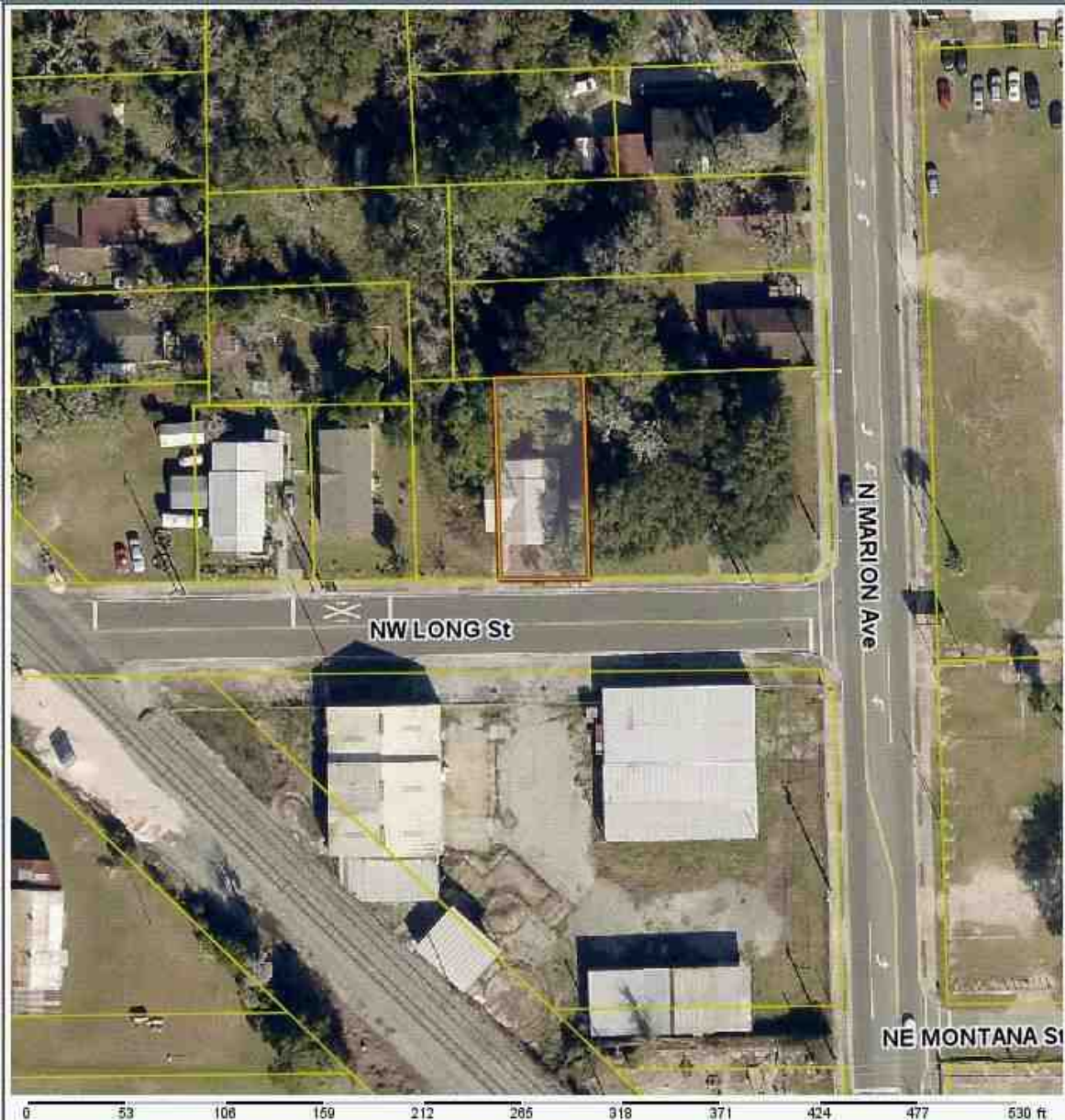
## Flood Map Key

Client	City of Lake City				
Property Address	135 NW Long St				
City	Lake City	County	Columbia County	State	FL
Zip Code	32055				
Owner	Ethelene Moore and Burnie Livingston				


<p><b>Base Flood Elevation (BFE)</b> The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.</p> <p><b>A</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones.</p> <p><b>AE, A1-A30</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.</p> <p><b>AH</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.</p> <p><b>AO</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.</p> <p><b>Supplemental Information:</b> 10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed flooding studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in the Flood Information section of this report.</p>	<p><b>AE FW (FLOODWAYS)</b> The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.</p> <p>Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.</p> <p><b>VE</b> Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.</p> <p><b>X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD)</b> Same as Zone X, however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not required in this zone but is available at a reduced rate and is recommended.</p> <p><b>X</b> All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.</p>	<p><b>LINKS:</b> <b>FEMA:</b> <a href="http://www.fema.gov">http://www.fema.gov</a></p> <p><b>SRWMD:</b> <a href="http://www.srwmd.state.fl.us">http://www.srwmd.state.fl.us</a></p> <p><b>CONTACT</b> SRWMD 5225 County Road 49 Live Oak, FL 32060 (386) 362-1001 Toll Free: (800) 226-1066</p>
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## Tax Parcel

Client	City of Lake City				
Property Address	135 NW Long St				
City	Lake City	County	Columbia County	State	FL Zip Code 32055
Owner	Ethelene Moore and Burnie Livingston				



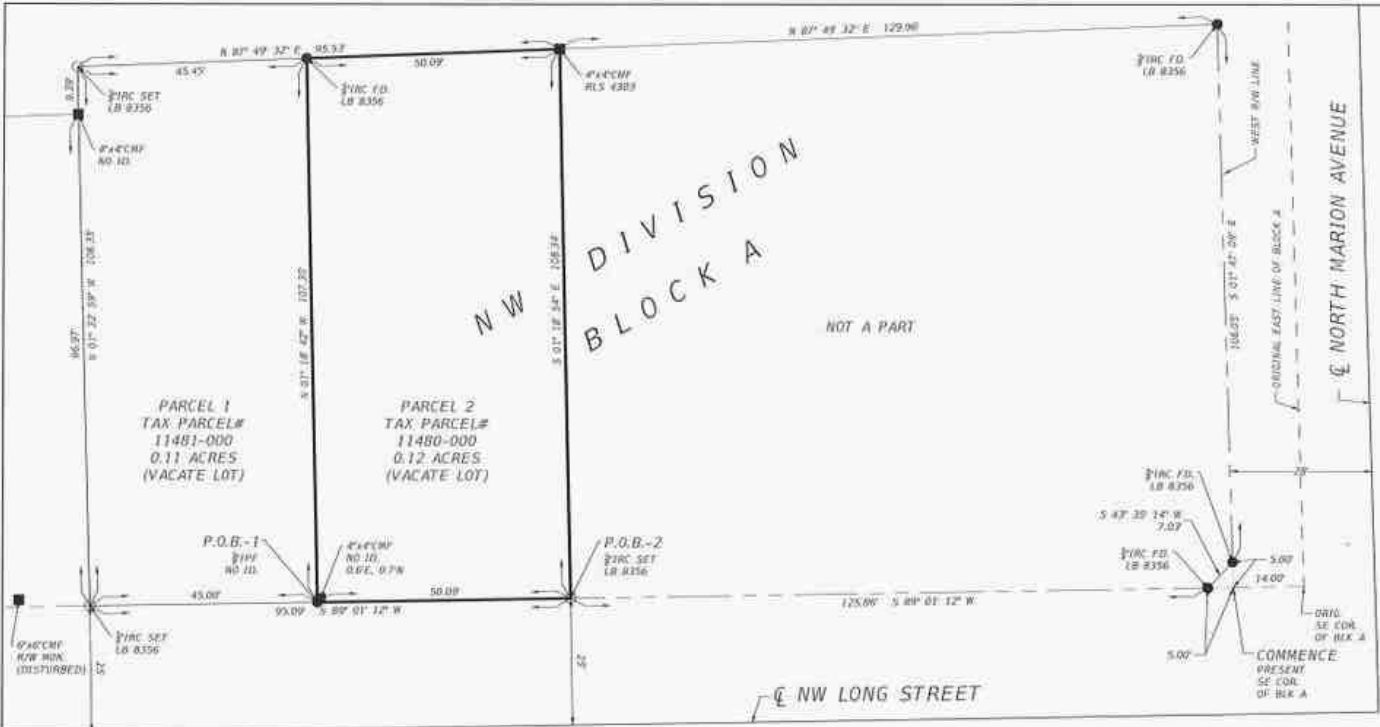
**Columbia County Property Appraiser** Jeff Hampton | Lake City, Florida | 386-756-1083

<b>PARCEL: 00-00-00-11480-000 (39961)   AG/XFOB (9901)   0.11 AC</b>		<p><b>NOTE:</b></p>  <p style="text-align: center;">Columbia County, FL</p>																															
<p>NW DIV. COMM. SE QDR. OF SE 1/4, W 151 FT FOR POB, W 48 FT, N 100 FT, E 48 FT, S 100 FT TO POB, BLOCK A, 406-245, WD 990-82, PB 1183-2004.</p>																																	
<p><b>Owner:</b> MOORE ETHELENE LIVINGSTON BURNIE 1630 NE 185TH ST SHORELINE, WA 98155</p> <p><b>Site:</b> 135 NW LONG ST, LAKE CITY</p> <p><b>Sales Info:</b> NONE</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">2022 Working Values</th> </tr> </thead> <tbody> <tr> <td>Mkt Lnd</td> <td>\$2,400</td> <td>Appraised</td> <td>\$2,480</td> </tr> <tr> <td>Ag Lnd</td> <td>\$0</td> <td>Assessed</td> <td>\$2,480</td> </tr> <tr> <td>Bldg</td> <td>\$0</td> <td>Exempt</td> <td>\$0</td> </tr> <tr> <td>XFOB</td> <td>\$80</td> <td></td> <td>county: \$2,480</td> </tr> <tr> <td>Just</td> <td>\$2,480</td> <td>Total</td> <td>city: \$2,480</td> </tr> <tr> <td></td> <td></td> <td>Taxable</td> <td>other: \$0</td> </tr> <tr> <td></td> <td></td> <td></td> <td>school: \$2,480</td> </tr> </tbody> </table>	2022 Working Values				Mkt Lnd	\$2,400	Appraised	\$2,480	Ag Lnd	\$0	Assessed	\$2,480	Bldg	\$0	Exempt	\$0	XFOB	\$80		county: \$2,480	Just	\$2,480	Total	city: \$2,480			Taxable	other: \$0				school: \$2,480
2022 Working Values																																	
Mkt Lnd	\$2,400	Appraised	\$2,480																														
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Just	\$2,480	Total	city: \$2,480																														
		Taxable	other: \$0																														
			school: \$2,480																														

This information was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com

Client City of Lake City  
 Property Address 135 NW Long St  
 City Lake City  
 Owner Ethelene Moore and Burnie Livingston  
 County Columbia County  
 State FL  
 Zip Code 32055



- NOTES:**
- 1.) Monumentation is as shown and designated on the face of the plat.
  - 2.) Boundaries based on monumentation found in place, instruction by client, prior survey by Bales, Bishop & Lane, prior survey by W.C. Hale, P.L.S. and prior survey by this Company.
  - 3.) Bearings based on State Plane Coordinates.
  - 4.) Interior improvements shown were located by field ties.
  - 5.) Underground encroachments, if present, were not located with this survey.
  - 6.) This survey was made without benefit of a title search. There may be additional covenants, restrictions, etc. not shown hereon but found in the Public Records. Issues regarding title, land use & zoning, assessments & other encumbrances are not a part of the scope of a Boundary Survey and can only be revealed with a title search.
  - 7.) Date of field survey completion: April 6, 2022
  - 8.) Examination of the Flood Insurance Rate Maps (FIRM) for Columbia County shows that, per said maps, the described parcel lies within Flood Zone "A", which according to said maps is outside of the 0.2% chance floodplain (ref. Map No. 1202SC03840).



NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL, SEALED COPY OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER

*James B. Smith*  
 James B. Smith P.S.M.  
 Florida Reg. No. 7355  
 DATE: 4/19/2022

**DESCRIPTION:**  
 PARCEL 2 (TAX PARCEL# 11480 000)  
 COMMENCE at the present Southeast corner of Block A of Northwestern Division of the City of Lake City, Florida in Section 29, Township 3 South, Range 17 East, Columbia County, Florida and run South 89°00'12" West, along the North Right-of-Way line of NW Long Street, a distance of 130.85 feet to the POINT OF BEGINNING; thence measure South 89°01'13" West, along said North Right-of-Way line of NW Long Street, a distance of 50.00 feet; thence North 01°18'42" West, a distance of 100.30 feet; thence North 27°49'12" East, a distance of 50.00 feet; thence South 01°18'54" East, a distance of 108.34 feet to the POINT OF BEGINNING. Containing 0.12 acres, more or less.

**BOUNDARY SURVEY**  
 PART OF BLOCK A, NORTHWESTERN DIVISION  
 IN SECTION 29  
 TOWNSHIP 3 SOUTH, RANGE 17 EAST  
 COLUMBIA COUNTY, FLORIDA

**LEGEND**

CMF=CONCRETE MONUMENT FOUND	P.O.B.=POINT OF BEGINNING
IMP=IRON PIPE FOUND	IRF=IRON ROD & CAP
PLS=PROFESSIONAL LAND SURVEYOR	FD=FOOT
CDL=CONNER	NO ID=NO IDENTIFICATION
RM=RIGHT-OF-WAY	RLS=REGISTERED LAND SURVEYOR
E=CENTER LINE	BLK=BLOCK
PL=PROPERTY LINE	ORG=ORIGINAL
CB=LICENSED BUSINESS	MON=MONUMENT

**REVISIONS**

DATE	DESCRIPTION	DATE	DESCRIPTION

**NORTH FLORIDA PROFESSIONAL SERVICES, INC.**  
 P.O. BOX 3873  
 LAKE CITY, FL 32056  
 PH: 386-752-6675  
 LIC NO. 128336

2531 BEARSTONE PINES DR.  
 TALLAHASSEE, FL 32301  
 WWW.NFPS.NET

JOB NO. 1220321CLC  
 CAP 29011

**CITY OF LAKE CITY**

SHEET NO. 1

## Comparable Land Photo Page

Client	City of Lake City				
Property Address	135 NW Long St				
City	Lake City	County	Columbia County	State	FL
Zip Code	32055				
Owner	Ethelene Moore and Burnie Livingston				



### Comparable 1

509 NW Wilson St  
 Prox. to Subj. 0.41 miles SW  
 Sales Price 10,300  
 Date of Sale 12/30/2021  
 Site Area 7,056.72 sf  
 Location Suburban  
 Vegetation Cldr/Slightly Below  
 Width/Frontage 70'



### Comparable 2

413 SE Lomond Ave  
 Prox. to Subj. 1.56 miles SE  
 Sales Price 7,300  
 Date of Sale 03/10/2022  
 Site Area 5,227.20 sf  
 Location Suburban  
 Vegetation Cleared/Level  
 Width/Frontage 50'

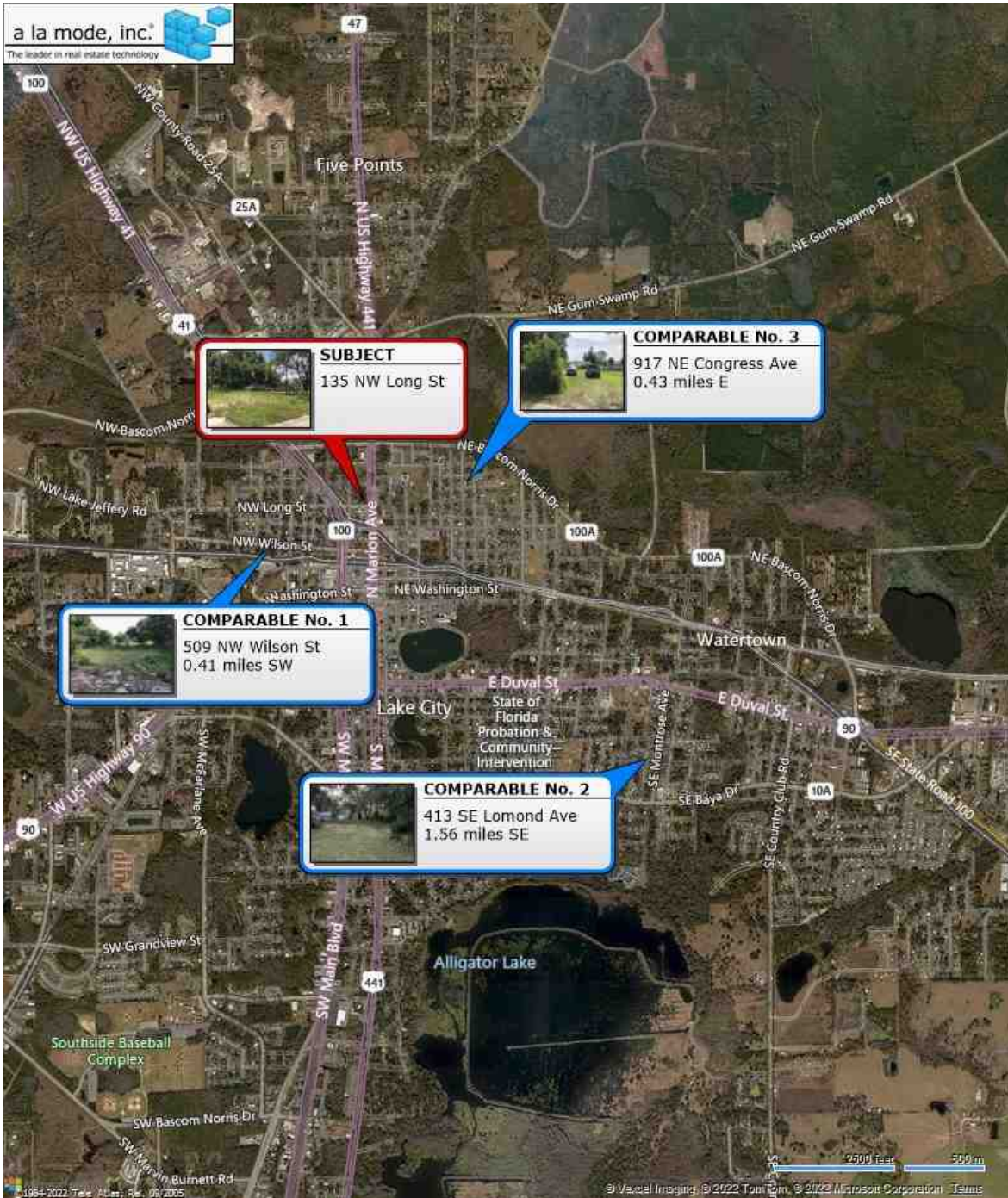


### Comparable 3

917 NE Congress Ave  
 Prox. to Subj. 0.43 miles E  
 Sales Price 7,500  
 Date of Sale 04/28/2022  
 Site Area 8,925 sf  
 Location Suburban  
 Vegetation Cleared/Level  
 Width/Frontage 52.5'

## Location Map

Client	City of Lake City				
Property Address	135 NW Long St				
City	Lake City	County	Columbia County	State	FL
Owner	Ethelene Moore and Burnie Livingston	Zip Code	32055		



<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	135 NW Long St, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-317-1

## STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of my data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Standards and Ethical Rules under which this appraisal was developed and reported and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

## VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute

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June 20

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	135 NW Long St, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-317-1

**APPRAISER CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None       Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property Inspected by Appraiser       Yes       No

Property Inspected by Co-Appraiser       Yes       No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment:       None       Specify services provided:



**ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES**

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

<p><input type="checkbox"/> I am not a Member, Candidate or Practicing Affiliate of the Appraisal Institute.</p>	<p><input checked="" type="checkbox"/> I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.</p>
--	--

**APPRAISERS SIGNATURES**

<p><b>APPRAISER:</b></p> <p>Signature <u></u></p> <p>Name <u>Shyann Viola Urioste</u></p> <p>Report Date <u>05/23/2022</u></p> <p>Trainee <input checked="" type="checkbox"/> Licensed <input type="checkbox"/> Certified Residential <input type="checkbox"/> Certified General <input type="checkbox"/></p> <p>License # <u>Trainee RI24849</u> State <u>FL</u></p> <p>Expiration Date <u>11/30/2022</u></p>	<p><b>CO-APPRAISER:</b></p> <p>Signature <u></u></p> <p>Name <u>Jordan Chase Moses</u></p> <p>Report Date <u>05/23/2022</u></p> <p>Trainee <input type="checkbox"/> Licensed <input type="checkbox"/> Certified Residential <input type="checkbox"/> Certified General <input checked="" type="checkbox"/></p> <p>License # <u>Cert Gen RZ3672</u> State <u>FL</u></p> <p>Expiration Date <u>11/30/2022</u></p>
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\*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the AI Reports®. AI Reports® AI-900.05 Certification, Assumptions and Limiting Conditions© Appraisal Institute 2017, All Rights Reserved





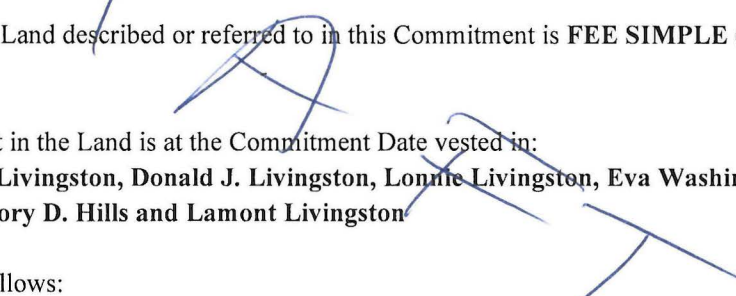
# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule A

#### Transaction Identification Data for reference only:

<b>Commitment Number:</b> 1049428	<b>Revision Number:</b> None	<b>Issuing Office File Number:</b> 20-681B	<b>Issuing Office:</b> 2519601
<b>Property Address:</b> 135 Long Street Lake City, FL 32055	<b>Loan ID Number:</b> NA	<b>ALTA Universal ID:</b> None	<b>Issuing Agent:</b> Brent E. Baris, P.A.

1. Commitment Date: **March 29, 2021 at 11:00 PM**
2. Policy to be Issued: Proposed Policy Amount:  
**OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)** **\$10,000.00**  
Proposed Insured: **City of Lake City**  
MORTGAGEE:  
Proposed Insured:   
MORTGAGEE:   
Proposed Insured: 
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
**Ethelene Moore, Vincent Livingston, Donald J. Livingston, Lonnie Livingston, Eva Washington, Minnie Livingston, Twanda Livingston, Gregory D. Hills and Lamont Livingston**
5. The Land is described as follows:  
**Begin at the Southeast Corner of the SE 1/4 of Block A in the Northwestern Division of the City of Lake City, Florida, and run West 151 feet for a Point of Beginning; thence West 48 feet, North 100 feet, East 48 feet, South 100 feet to the Point of Beginning, all being in Block "A" of the Northwestern Division of the City of Lake City, Florida.**

Old Republic National Title Insurance Company  
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AUTHORIZED SIGNATORY

Brent E. Baris, P.A.  
2519601

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

# **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

## **AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

### **Schedule B-I**

Issuing Office File Number: 20-681B

### **Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - A. Warranty Deed from Ethelene Moore, Vincent Livingston, Donald J. Livingston, Lonnie Livingston, Eva Washington, Minnie Livingston, Twanda Livingston, Gregory D. Hills and Lamont Livingston, joined by spouse(s), if married, or nonhomestead language, to the proposed purchaser(s).
5. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.

*Handwritten signature in blue ink, possibly reading "ALTA".*

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## AMERICAN LAND TITLE ASSOCIATION COMMITMENT

### Schedule B-II

Issuing Office File Number: 20-681B

### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
  - a. General or special taxes and assessments required to be paid in the year **2021** and subsequent years.
  - b. Rights or claims of parties in possession not recorded in the Public Records.
  - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
  - d. Easements or claims of easements not recorded in the Public Records.
  - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

**File Attachments for Item:**

16. City Council Resolution No. 2022-082 - A resolution of the City Council of the City of Lake City, Florida, authorizing an eminent domain action by the City; providing for legal action against property to enhance Sallie Mae Jerry Park; providing for severability; providing for conflicts; and providing for an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-082**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AN EMINENT DOMAIN ACTION BY THE CITY; PROVIDING FOR LEGAL ACTION AGAINST PROPERTY TO ENHANCE SALLIE MAE JERRY PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 166, Florida Statutes, the City of Lake City (hereinafter the “City”), is authorized to exercise the right and power of eminent domain; that is, the right to appropriate property; and

**WHEREAS**, the City Council may, by resolution, authorize the acquisition by eminent domain of property, real or personal, for City use or purpose designated by such resolution, including the fee title to lands; and

**WHEREAS**, pursuant to proper authorization, the City has had a certain land described by the Columbia County Property Appraiser as Parcel 11481 located, surveyed, and appraised to be acquired as part of a public park located within the City, more particularly described on “Exhibit A”, all of which is hereafter referred to as the “Property”; and

**WHEREAS**, the City Council finds that the city administration has attempted to locate the property owners and negotiate a fair market value price for the Property without success, and it is in the best interest of the City to proceed with an eminent domain action on the Property.

**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 acquisition of fee title to the Property by eminent domain to improve a public park is in the best interests of the City, and that acquisition of the Property, and the city administration is authorized to acquire same by gift, purchase, or eminent domain action in accordance with Florida law.

**Section 3.** Severability. If any clause, section, or other part of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall become effective immediately upon passage and adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of August, 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Client	City of Lake City	File No. 22-A-318-1
Property Address	TBD NW Long Street	
City	County Columbia County	State FL Zip Code 32055
Owner	Rosa O. Scott	

**APPRAISAL AND REPORT IDENTIFICATION**

This Report is one of the following types:

- Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time** (USPAP defines Exposure Time as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.)

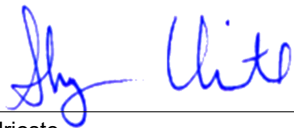
My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 1 to 3 months  
based on the definition cited above.

**Comments on Appraisal and Report Identification**


Note any USPAP related issues requiring disclosure and any State mandated requirements:


This appraisal report is prepared for the sole and exclusive use by the Client as identified elsewhere in the report. The Intended Use is to evaluate the property that is the subject of this appraisal to establish market value, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form and Definition of Market Value. No additional Intended Users are identified by the appraiser. The appraiser is not a home inspector. This report should not be relied upon to disclose any conditions present in the subject property. The appraisal report does not guarantee that the property is free of defects.

**APPRAISER:**

Signature:   
 Name: Shyann Viola Urioste  
 State Certification #: Trainee RI24849  
 or State License #: \_\_\_\_\_  
 State: FL Expiration Date of Certification or License: 11/30/2022  
 Date of Signature and Report: 05/23/2022  
 Effective Date of Appraisal: 05/04/2022  
 Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
 Date of Inspection (if applicable): 05/04/2022

**SUPERVISORY or CO-APPRAISER (if applicable):**

Signature:   
 Name: Jordan Chase Moses  
 State Certification #: Cert Gen RZ3672  
 or State License #: \_\_\_\_\_  
 State: FL Expiration Date of Certification or License: 11/30/2022  
 Date of Signature: 05/23/2022  
 Inspection of Subject:  None  Interior and Exterior  Exterior-Only  
 Date of Inspection (if applicable): 05/04/2022

	Client File #:		Appraisal File #:	22-A-318-1
	<h1>Appraisal Report • Land</h1>			
	Appraisal Company: Candler, Moses & Associates, Inc.			
	Address: 184 North Marion Avenue, Lake City, FL 32055			
Phone: (386) 755-2774		Fax: (386) 755-8534		Website: www.candlermoses.com
Appraiser: Shyann Viola Urioste		Co-Appraiser: Jordan Chase Moses		
AI Membership (if any): <input type="checkbox"/> SRA <input type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS		AI Membership (if any): <input type="checkbox"/> SRA <input checked="" type="checkbox"/> MAI <input type="checkbox"/> SRPA <input type="checkbox"/> AI-GRS <input type="checkbox"/> AI-RRS		
AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		AI Affiliation (if any): <input type="checkbox"/> Candidate for Designation <input type="checkbox"/> Practicing Affiliate		
Other Professional Affiliation:		Other Professional Affiliation: Appraisal Institute		
E-mail: shyann@candlermoses.com		E-mail: chase@candlermoses.com		
Client: City of Lake City		Contact: Jason Dumas		
Address: 205 N Marion Ave., Lake City, FL 32055				
Phone: (386) 758-5400 ext. 458		Fax:		E-mail: dumasj@lcfia.com
<b>SUBJECT PROPERTY IDENTIFICATION</b>				
Address: TBD NW Long Street				
City: Lake City		County: Columbia County		State: FL ZIP: 32055
Legal Description: See survey in the addendum.				
Tax Parcel #: 00-00-00-11481-000		RE Taxes: 90.96		Tax Year: 2021
Use of the Real Estate As of the Date of Value:		Vacant/Residential		
Use of the Real Estate Reflected in the Appraisal:		Vacant/Residential		
Opinion of highest and best use (if required):		Residential		
<b>SUBJECT PROPERTY HISTORY</b>				
Owner of Record: Rosa O. Scott				
Description and analysis of sales within 3 years (minimum) prior to effective date of value:		No sales history for the past three years for the subject.		
Description and analysis of agreements of sale (contracts), listings, and options:		The subject is not currently listed for sale and is not held under any contracts or agreements for sale.		
<b>RECONCILIATIONS AND CONCLUSIONS</b>				
Indication of Value by Sales Comparison Approach		\$ 7,500		
Indication of Value by Cost Approach		\$ Not Developed.		
Indication of Value by Income Approach		\$ Not Developed.		
Final Reconciliation of the Methods and Approaches to Value:		In this instance, only the Sales Comparison Approach was developed because this appraisal analysis is considered to be the most reliable within the market area and the most commonly used. The Cost and Income Approaches were not developed because it is not typically relied on for valuing vacant residential land properties within this market.		
Opinion of Value as of: 05/04/2022		\$ 7,500		
Exposure Time: 1 to 3 months				
The above opinion is subject to: <input type="checkbox"/> Hypothetical Conditions and/or <input type="checkbox"/> Extraordinary Assumptions cited on the following page.				

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	TBD NW Long Street, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-318-1

**ASSIGNMENT PARAMETERS**

Intended User(s): The City of Lake City is the client and intended user.

Intended Use: The intended use of this report is to assist the client in determining the subject property's fair market value for the purpose of acquisition.

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value Effective Date of Value: 05/04/2022

Interest Appraised:  Fee Simple  Leasehold  Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) None

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) None

This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).

**SCOPE OF WORK**

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized	Approaches to Value Developed
<p><b>Appraiser</b>  Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Date of Inspection: 05/04/2022  Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Physically inspected the interior and exterior of the property as well as reviewed aerial photographs. Aerial photographs and site calculations were obtained from the Columbia County Property Appraiser's Office.</p>	<p><b>Cost Approach:</b>  <input type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
<p><b>Co-Appraiser</b>  Property Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  Date of Inspection: 05/04/2022  Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Physically inspected the interior and exterior of the property as well as reviewed aerial photographs. Aerial photographs and site calculations were obtained from the Columbia County Property Appraiser's Office.</p>	<p><b>Sales Comparison Approach:</b>  <input checked="" type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>
	<p><b>Income Approach:</b>  <input type="checkbox"/> Is necessary for credible results and is developed in this analysis  <input checked="" type="checkbox"/> Is not necessary for credible results; not developed in this analysis  <input type="checkbox"/> Is not necessary for credible results but is developed in this analysis</p>

Additional Scope of Work Comments: In preparing the appraisal, the appraiser: Gathered information on comparable sales from a variety of sources including the appraiser's files, public records, and local Multiple Listing Services; Confirmed all comparable sales with parties to the transaction when possible; Analyzed the data and applied the Sales Comparison Approach, which is believed to be the most applicable within this market area for this type of property. The appraiser physically viewed each of the comparable sales. The appraiser is not an inspector. The appraisal report does not guarantee that the property is free of defects.

Significant Real Property Appraisal Assistance:  None  Disclose Name(s) and contribution:

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	TBD NW Long Street, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-318-1

**MARKET AREA ANALYSIS**

<b>Location</b> <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	<b>Built Up</b> <input type="checkbox"/> Under 25% <input type="checkbox"/> 25-75% <input checked="" type="checkbox"/> Over 75%	<b>Growth</b> <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	<b>Supply &amp; Demand</b> <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	<b>Value Trend</b> <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Decreasing	<b>Typical Marketing Time</b> <input checked="" type="checkbox"/> Under 3 Months <input type="checkbox"/> 3-6 Months <input type="checkbox"/> Over 6 Months
<b>Neighborhood Single Family Profile</b>		<b>Neighborhood Land Use</b>		<b>Neighborhood Name:</b> N/A	
Price	Age	1 Family	Commercial	PUD <input type="checkbox"/> Condo <input type="checkbox"/> HOA: \$ /	
45	Low	65%	10%	Amenities:	
250	High	%	15%		
120	Predominant	10%	%		

Market area description and characteristics: The subject neighborhood has a suburban location in the north central portion of Lake City and Columbia County, Florida. The defined neighborhood boundary is best described as a one mile radius from the subject with a southern boundary of Southeast Baya Drive. The neighborhood area consists of single family site-built homes, manufactured homes and recreational areas. Commercial improvements are mostly located on the major roadways within the neighborhood boundaries. Proximity to employment centers, schools, and shopping areas is considered to be typical for suburban areas of Lake City and Columbia County. No adverse features were noted to affect the marketability of the subject property within this particular neighborhood location.

**SITE ANALYSIS**

<b>Dimensions:</b> 45 x 96.97 x 45.45 x 107.3	<b>Area:</b> 4,791.60 sf
<b>View:</b> Typical, Residential	<b>Shape:</b> Rectangular
<b>Drainage:</b> Not located in a designated flood zone.	<b>Utility:</b> Average
<b>Site Similarity/Conformity To Neighborhood</b>	<b>Zoning/Deed Restriction</b>
<b>Size:</b> <input type="checkbox"/> Smaller than Typical <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Larger than Typical	<b>View:</b> <input type="checkbox"/> Favorable <input checked="" type="checkbox"/> Typical <input type="checkbox"/> Less than Favorable
<b>Utilities</b>	<b>Off Site Improvements</b>
Electric <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <u>Private Providers</u>	Street <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <u>County Maintained Paved</u>
Gas <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <u>City of Lake City</u>	Alley <input type="checkbox"/> Public <input type="checkbox"/> Private <u>None</u>
Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <u>City of Lake City</u>	Sidewalk <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <u>Municipal</u>
Sewer <input checked="" type="checkbox"/> Public <input type="checkbox"/> Other <u>City of Lake City</u>	Street Lights <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <u>Municipal</u>

Site description and characteristics: The subject property is a rectangular shaped lot that is 0.11 acres or 4,791.60 square feet in size. The subject is a cleared lot. The topography is relatively level and at or slightly above road grade. Access is from the north side of Northwest Long Street, a county maintained paved roadway. The property is zoned Residential Single Family-3 with a minimum lot size of 10,000 square feet. The property is a legal, non-conforming lot due to its development prior to the adoption of the 1991 Land Development Regulations. Municipal gas, water and sewer is available to the subject. According to FEMA Maps the property is located in a low risk flood area (see attached flood report). The appraiser has not been provided with title work and as a result, there could be some encroachments that were not visible to the appraiser and possibly located in public records. A survey has been provided and is attached in the addendum of this report.

**HIGHEST AND BEST USE ANALYSIS**

<input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Proposed Use <input type="checkbox"/> Other
Summary of highest and best use analysis: Based on the current use of the subject property, surrounding uses within the neighborhood area as well as current zoning and land use plan regulations, and the physical characteristics of the site, I would estimate the highest and best use of the subject property to be for residential use.

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<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	TBD NW Long Street, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-318-1

**SITE VALUATION**

**Site Valuation Methodology**

- Sales Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.
- Market Extraction: A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.
- Alternative Method: (Describe methodology and rationale)

**Site Valuation**

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	TBD NW Long Street Lake City, FL 32055	509 NW Wilson St Lake City, FL 32055		413 SE Lomond Ave Lake City, FL 32025		917 NE Congress Ave Lake City, FL 32055	
Proximity to Subject		0.39 miles SW		1.56 miles SE		0.44 miles E	
Data Source/ Verification		Public Records Owner/Seller		Public Records Owner/Seller		Public Records Public Records	
Sales Price	\$		\$ 10,300		\$ 7,300		\$ 7,500
Price / Lot	\$		\$ 1.46		\$ 1.40		\$ 0.84
Sale Date		12/30/2021	0	03/10/2022	0	04/28/2022	0
Location	Suburban	Suburban	0	Suburban	0	Suburban	0
Site Size	4,791.60 sf	7,056.72 sf	0	5,227.20 sf	0	8,925 sf	0
Site View	N;Res;	N;Res;	0	N;Res;	0	N;Res	0
Site Improvements	None	None	0	None	0	None	0
Vegetation	Cleared	Cldr/Slightly Below	0	Cleared/Level	0	Cleared/Level	0
Width/Frontage	45'	70'	-2,500	50'	0	52.5'	0
Net Adjustment		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -2,500	<input type="checkbox"/> + <input type="checkbox"/> -	\$	<input type="checkbox"/> + <input type="checkbox"/> -	\$
Indicated Value		Net Adj. 24.3 %		Net Adj. %		Net Adj. %	
		Gross Adj. 24.3 %	\$ 7,800	Gross Adj. %	\$ 7,300	Gross Adj. %	\$ 7,500
Prior Transfer History	None in the past 36 months.	None in the past 12 months.		Sold on 03/10/2022 for \$4,500.		None in past 12 months.	

Site Valuation Comments: The appraiser conducted an extensive search for properties that were believed to be the most comparable to the subject property. The sales used are believed to be the best sales available with the least amount of adjustments.

Overall, current market conditions within the neighborhood area have continuously improved over the past several years with increases within the past two years of 10% or more per year for properties similar to the subject. All sales occurred within six months or less of the date of value and are considered indicative of the current market conditions. No adjustments are required.

Site Valuation Reconciliation: All sales are located in similar suburban neighborhoods. No location adjustments are required. All sales are also similar in size, vegetation, and site view. Sale 2 has an elevations that is slightly below road grade, however after verifications from the buyer this feature did not have an adverse impact on the sale price. The only notable difference in the properties is width. As observed in Sale 1, the wider width, and subsequent greater utility, yields a higher unit price and a downward adjustment has been applied accordingly. Based on the sales data analyzed, current market conditions and other relevant factors, my opinion of the market value of the subject property as vacant and available for highest and best use is \$7,500.

**Opinion of Site Value** **\$ 7,500**

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# Subject Land Photo Page

Client	City of Lake City						
Property Address	TBD NW Long Street						
City	Lake City	County	Columbia County	State	FL	Zip Code	32055
Owner	Rosa O. Scott						



## Subject Front

TBD NW Long Street  
Sales Price  
Date of Sale  
Site Area 4,791.60 sf  
Location Suburban  
Vegetation Cleared  
Width/Frontage 45'



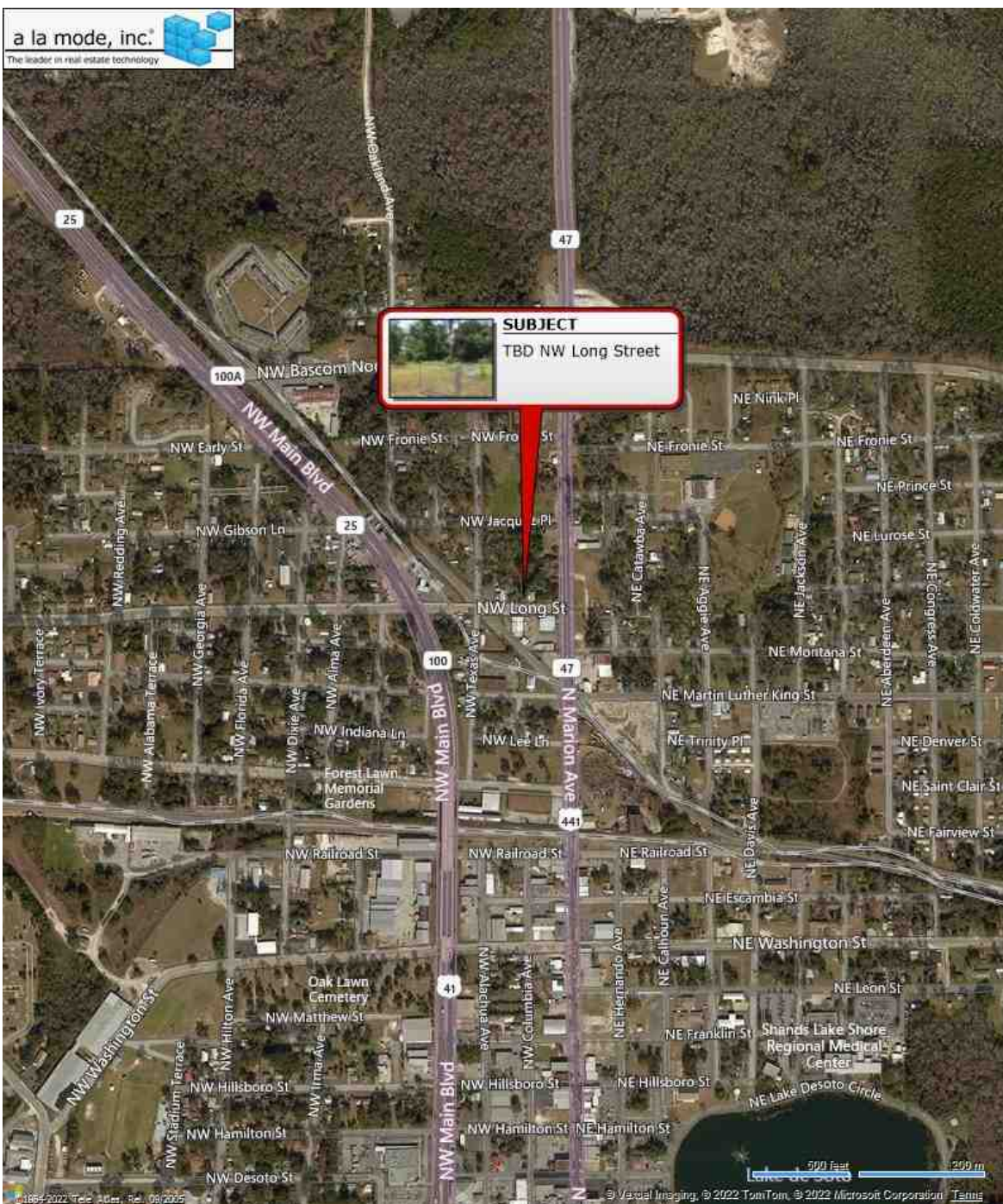
## Subject Rear



## Subject Street

### Subject Location Map

Client	City of Lake City						
Property Address	TBD NW Long Street						
City	Lake City	County	Columbia County	State	FL	Zip Code	32055
Owner	Rosa O. Scott						



# Flood Map

Client	City of Lake City				
Property Address	TBD NW Long Street				
City	Lake City	County	Columbia County	State	FL
Owner	Rosa O. Scott	Zip Code	32055		

## EFFECTIVE FLOOD INFORMATION REPORT



### Location Information

County: **COLUMBIA**  
 Parcel: **00-00-00-11481-000**  
 Flood Zone: **X**  
 Flood Risk: **LOW**

1% Annual Chance Base Flood Elev<sup>®</sup> **Not Applicable**  
 10% Annual Chance Flood Elev<sup>®</sup> **Not Applicable**  
 50% Annual Chance Flood Elev<sup>®</sup> **Not Applicable**

\* Flood Elevations shown on this report are in NAVD 88 and are derived from FEMA flood mapping products, rounded to the nearest tenth of a foot. For more information, please see the note below

### Legend with Flood Zone Designations

- 1% Flood - Floodway (High Risk)
- 1% Flood - Zone AE (High Risk)
- 1% Flood - Zone A (HighRisk)
- 1% Flood - Zone VE (HighRisk)
- 0.2% Flood-Shaded Zone X (Moderate Risk)
- Area Not Included
- SFHA Decrease
- SFHA Increase
- Depressions
- Base Flood Elevations (BFE)
- Cross Sections
- County Boundaries
- FIRM Panel Index
- Parcels
- River Marks
- Wetlands

Anywhere it can rain, it can flood  
 Know your risk.



[www.srwmdfloodreport.com](http://www.srwmdfloodreport.com)

### Supplemental Information

Watershed: Upper Suwannee  
 Map Effective Date: 11/22/2018  
 Special Flood Hazard Area: No

FIRM Panel(s): 12023C0284D

The information herein represents the best available data as of the effective map date shown. The Federal Emergency Management Agency (FEMA) Flood Map Service Center (<https://msc.fema.gov>) maintains the database of Flood Insurance Studies and Digital Flood Insurance Rate Maps, as well as additional information such as how the Base Flood Elevations (BFEs) and/or floodways have been determined and previously issued Letters of Map Change. Requests to revise flood information may be provided to the District during the community review period on preliminary maps, or through the appropriate process with FEMA. Change Your Flood Zone Designation. | [FEMA.gov](http://FEMA.gov). Information about flood insurance may be obtained at (<https://www.floodsmart.com>)

## Flood Map Key

Client	City of Lake City				
Property Address	TBD NW Long Street				
City	Lake City	County	Columbia County	State	FL
Owner	Rosa O. Scott			Zip Code	32055

<p><b>Base Flood Elevation (BFE)</b> The elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR, AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equalling or exceeding that level in any given year.</p> <p><b>A</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these zones.</p> <p><b>AE, A1-A30</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.</p> <p><b>AH</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of ponding with flood depths of 1 to 3 feet. Base Flood Elevations are determined.</p> <p><b>AO</b> Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Usually areas of sheet flow on sloping terrain with flood depths of 1 to 3 feet. Base Flood Elevations are determined.</p> <p><b>Supplemental Information:</b> 10%-chance flood elevations (10-year flood-risk elevations) and 50%-chance flood elevations (2-year flood-risk elevations), are calculated during detailed flooding studies but are not shown on FEMA Digital Flood Insurance Rate Maps (FIRMs). They have been provided as supplemental information in the Flood Information section of this report.</p>	<p><b>AE FW (FLOODWAYS)</b> The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood (1% annual chance flood event). The floodway must be kept open so that flood water can proceed downstream and not be obstructed or diverted onto other properties.</p> <p>Please note, if you develop within the regulatory floodway, you will need to contact your Local Government and the Suwannee River Water Management District prior to commencing with the activity. Please contact the District at 800.226.1066.</p> <p><b>VE</b> Areas with a 1% annual chance of flooding over the life of a 30-year mortgage with additional hazards due to storm-induced velocity wave action. Base Flood Elevations (BFEs) derived from detailed analyses.</p> <p><b>X 0.2 PCT (X Shaded, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD)</b> Same as Zone X, however, detailed studies have been performed, and the area has been determined to be within the 0.2 percent annual chance floodplain (also known as the 500-year flood zone). Insurance purchase is not required in this zone but is available at a reduced rate and is recommended.</p> <p><b>X</b> All areas outside the 1-percent annual chance floodplain are Zone X. This includes areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.</p>	<p><b>LINKS</b></p> <p><b>FEMA:</b> <a href="http://www.fema.gov">http://www.fema.gov</a></p> <p><b>SRWMD:</b> <a href="http://www.srwmd.state.fl.us">http://www.srwmd.state.fl.us</a></p> <p><b>CONTACT</b> SRWMD 3225 County Road 49 Live Oak, FL 32060 (386) 362-1001 Toll Free: (800) 226-1066</p>
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## Tax Parcel

Client	City of Lake City				
Property Address	TBD NW Long Street				
City	Lake City	County	Columbia County	State	FL Zip Code 32055
Owner	Rosa O. Scott				



<b>Columbia County Property Appraiser</b> Jeff Hamilton   Lake City, Florida   386-758-1683																									
<b>PARCEL: 00-00-00-11481-000 (39962)</b>   VACANT (0000)   0.098 AC																									
MV QTY: COMM 189 FT W OF SE COR, RUN W 45 FT, N 85 FT, E 45 FT, S 85 FT TO POB. BLOCK A, 942-825.																									
<b>Owner:</b> SCOTT ROSA O 862 N MARION AVE LAKE CITY, FL 32055  <b>Site Sales Info:</b> 11/13/2021 \$1,100 (V/L)	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">2022 Working Values</th> </tr> </thead> <tbody> <tr> <td>Mkt Lnd:</td> <td>\$2,138</td> <td>Appraised</td> <td>\$2,138</td> </tr> <tr> <td>Ag Lnd:</td> <td>\$0</td> <td>Assessed</td> <td>\$2,138</td> </tr> <tr> <td>Sldg:</td> <td>\$0</td> <td>Exempt</td> <td>\$0</td> </tr> <tr> <td>XFOB:</td> <td>\$0</td> <td></td> <td></td> </tr> <tr> <td>Just:</td> <td>\$2,138</td> <td>Total Taxable</td> <td>county:\$2,138 city:\$2,138 other:\$0 school:\$2,138</td> </tr> </tbody> </table>	2022 Working Values				Mkt Lnd:	\$2,138	Appraised	\$2,138	Ag Lnd:	\$0	Assessed	\$2,138	Sldg:	\$0	Exempt	\$0	XFOB:	\$0			Just:	\$2,138	Total Taxable	county:\$2,138 city:\$2,138 other:\$0 school:\$2,138
2022 Working Values																									
Mkt Lnd:	\$2,138	Appraised	\$2,138																						
Ag Lnd:	\$0	Assessed	\$2,138																						
Sldg:	\$0	Exempt	\$0																						
XFOB:	\$0																								
Just:	\$2,138	Total Taxable	county:\$2,138 city:\$2,138 other:\$0 school:\$2,138																						
<p><small>This information... was derived from data which was compiled by the Columbia County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.</small></p> <p style="text-align: right;"><b>GrizzlyLogic.com</b></p>																									





## Comparable Land Photo Page

Client	City of Lake City				
Property Address	TBD NW Long Street				
City	Lake City	County	Columbia County	State	FL
Owner	Rosa O. Scott			Zip Code	32055



### Comparable 1

509 NW Wilson St  
 Prox. to Subj. 0.39 miles SW  
 Sales Price 10,300  
 Date of Sale 12/30/2021  
 Site Area 7,056.72 sf  
 Location Suburban  
 Vegetation Cldr/Slightly Below  
 Width/Frontage 70'



### Comparable 2

413 SE Lomond Ave  
 Prox. to Subj. 1.56 miles SE  
 Sales Price 7,300  
 Date of Sale 03/10/2022  
 Site Area 5,227.20 sf  
 Location Suburban  
 Vegetation Cleared/Level  
 Width/Frontage 50'

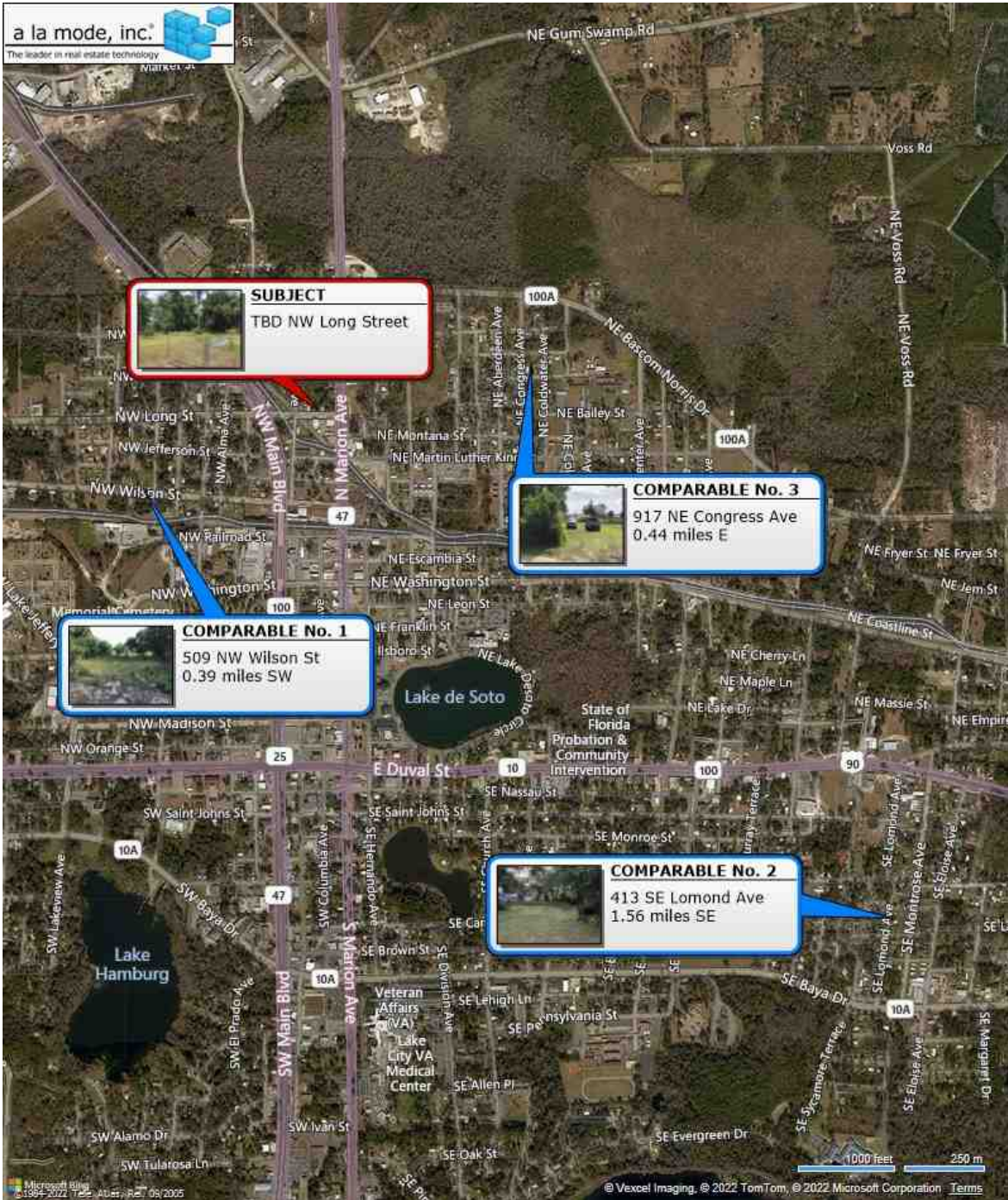


### Comparable 3

917 NE Congress Ave  
 Prox. to Subj. 0.44 miles E  
 Sales Price 7,500  
 Date of Sale 04/28/2022  
 Site Area 8,925 sf  
 Location Suburban  
 Vegetation Cleared/Level  
 Width/Frontage 52.5'

## Location Map

Client	City of Lake City				
Property Address	TBD NW Long Street				
City	Lake City	County	Columbia County	State	FL
Owner	Rosa O. Scott	Zip Code	32055		



<b>Client:</b>	City of Lake City	<b>Client File #:</b>	
<b>Subject Property:</b>	TBD NW Long Street, Lake City, FL 32055	<b>Appraisal File #:</b>	22-A-318-1

## STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of my data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Standards and Ethical Rules under which this appraisal was developed and reported and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identified them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

## VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Source: The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute

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June 2

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Client:	City of Lake City	Client File #:	
Subject Property:	TBD NW Long Street, Lake City, FL 32055	Appraisal File #:	22-A-318-1

**APPRAISER CERTIFICATION**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- I have no present (unless specified below) or prospective interest in the property that is the subject of this report, and I have no (unless specified below) personal interest with respect to the parties involved.
- I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon the developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Individuals who have provided significant real property appraisal assistance are named below. The specific tasks performed by those named are outlined in the Scope of Work section of this report.

None       Name(s)

As previously identified in the Scope of Work section of this report, the signer(s) of this report certify to the inspection of the property that is the subject of this report as follows:

Property Inspected by Appraiser       Yes       No

Property Inspected by Co-Appraiser       Yes       No

- Services provided, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment:       None       Specify services provided:

**ADDITIONAL CERTIFICATION FOR APPRAISAL INSTITUTE MEMBERS, CANDIDATES AND PRACTICING AFFILIATES**

Appraisal Institute Designated Member, Candidate for Designation, or Practicing Affiliate Certify:

- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

I am not a Member, Candidate or Practicing Affiliate of the Appraisal Institute.

I am a Designated Member of the Appraisal Institute. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

**APPRAISERS SIGNATURES**

APPRAISER:

Signature \_\_\_\_\_

Name Shyann Viola Urioste

Report Date 05/23/2022

Trainee  Licensed  Certified Residential  Certified General

License # Trainee RI24849 State FL

Expiration Date 11/30/2022

CO-APPRAISER:

Signature \_\_\_\_\_

Name Jordan Chase Moses

Report Date 05/23/2022

Trainee  Licensed  Certified Residential  Certified General

License # Cert Gen RZ3672 State FL

Expiration Date 11/30/2022

\*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the AI Reports®. AI Reports® AI-900.05 Certification, Assumptions and Limiting Conditions© Appraisal Institute 2017, All Rights Reserved

# TITLE SEARCH REPORT

**Fund File Number:** 1255119

**Effective Date of approved base title information:** October 26, 1953

**Effective Date of Search:** April 22, 2022 at 11:00 PM

**Apparent Title Vested in:**

Rosa O. Scott

**Description of real property to be insured/foreclosed situated in Columbia County, Florida.**

Begin at the Southeast corner of Block A in the Northwestern Division of the City of Lake City, Florida and run West, 199 feet for a Point of Beginning; thence run West 45 feet; thence run North 95 feet; thence run East 45 feet; thence run South 95 feet to the Point of Beginning.

**ALSO DESCRIBED AS:**

Begin 199 feet West of SE corner, run West 45 Feet; North 95 feet; East 45 feet; South 95 feet to Point of Beginning, Block A, NW Division of the City of Lake City.

**Muniments of Title, including bankruptcy, foreclosure, quiet title, probate, guardianship and incompetency proceedings, if any, recorded in the Official Records Books of the county:**

1. Warranty Deed from Samuel Byrd and wife, Annie B. Byrd to Fannie E. Sparks recorded in O.R. Book [5, Page 47](#), Public Records of Columbia County, Florida.
2. Corrective Warranty Deed from Samuel Byrd and wife, Annie B. Byrd to Fannie E. Sparks recorded in O.R. Book [6, Page 223](#), Public Records of Columbia County, Florida. (NOTE: Corrects description of property)
3. Warranty Deed from Fannie E. Sparks, a widow to Daniel W. Sparks recorded in O.R. Book [56, Page 37](#), Public Records of Columbia County, Florida. (NOTE: Subject property and other lands)
4. Tax Deed from the Clerk of the Circuit Court, Columbia County, Florida to Rosa O. Scott recorded in O.R. Book [942, Page 825](#), Public Records of Columbia County, Florida.

**Mortgages, Assignments and Modifications:**

1. Nothing Found

**Other Property Liens:**

1. Tax Certificates issued for Tax Years 2014, 2015, 2016, 2017, 2018, 2019 and 2020.

**Restrictions/Easements:**

1. Rights of the lessees under unrecorded leases.

## TITLE SEARCH REPORT

*Fund File Number:* 1255119

*Other Encumbrances:*

1. Nothing Found

*The report does not cover bankruptcies or other matters filed in the Federal District Courts of Florida.*

WARRANTY DEED

BOOK 5 PAGE 47

1.70 reg. mail to  
.40 St. Fannie E. Sparks  
.55 Fed. 1604 N. Marine St  
L. C. Fla.  
\$2.65 pd. October 7, A. D. 19 53.

This Indenture, Made this 26th day of October

Between Samuel Byrd and wife, Annie B. Byrd,

of the County of Columbia and State of Florida  
parties of the first part, and Fannie E. Sparks  
whose mailing address is Lake City

of the County of Columbia and State of Florida

party of the second part, Witnesseth, that the said parties of the first part, for and  
in consideration of the sum of Ten and no/100----- Dollars, and other good  
and valuable considerations to them in hand paid, the receipt whereof is hereby acknowl-  
edged, have granted, bargained, sold and conveyed, and by these presents do grant, bar-  
gain, sell, convey and confirm unto the said party of the second part and her heirs  
and assigns forever, all that certain parcel of land lying and being in the County of Columbia,  
and State of Florida, more particularly described as follows:

Begin at the Southeast corner of Block A in the Northwestern  
Division of the City of Lake City, Florida, and run West 170  
feet for a point of beginning; thence run West 45 feet; thence  
North 95 feet; thence East 45 feet; thence South 95 feet to the  
the point of beginning.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right,  
title, interest and estate, dower and right of dower, reversion, remainder and easement thereto  
belonging or in anywise appertaining: To Have and To Hold the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the  
second part that they are lawfully seized of the said premises, that they are free from  
all encumbrances whatsoever and that they have good right and lawful  
authority to sell the same; and the said parties of the first part do hereby fully warrant  
the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said parties of the first part have hereunto set their  
hands and seals the day and year above written.

Signed, sealed and delivered in our presence:

Mary B. Crimatt } Fannie E. Sparks L. S.  
Mary S. Crimatt } Annie B. Byrd L. S.  
L. S.  
L. S.



State of Florida,  
County of Columbia

BOOK 5 PAGE 48

I Hereby Certify, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Samuel Byrd and wife, Annie B. Byrd

to me well known and known to me to be the individual s described in and who executed the foregoing deed, and they acknowledged then and there before me that they executed said deed.

And I Further Certify, That the said Annie B. Byrd known to me to be the wife of the said Samuel Byrd on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal this 26th day of October, A. D. 19 53



*Samuel S. Barrett*  
Notary Public, State of Florida at Large  
My commission expires Nov. 7, 1955.  
Bonded by American Surety Co. of N. Y.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_

**Warranty Deed**

On

Date

Abstract of Description

State of Florida,  
County of Columbia

On this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages \_\_\_\_\_ of Deed Book \_\_\_\_\_ in the public records of said County.

An witness whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

\_\_\_\_\_, D. C.  
Clerk



WARRANTY DEED

BOOK 6 PAGE 223

This Indenture, Made this 24th day of November, A. D. 1953 .  
Between Samuel Byrd and wife, Annie B. Byrd,

of the County of Columbia and State of Florida  
part ies of the first part, and Fannie E. Sparks  
whose mailing address is Lake City

of the County of Columbia and State of Florida  
part y of the second part, Witnesseth, that the said part ies of the first part, for and  
in consideration of the sum of Ten and no/100----- Dollars, and other good  
and valuable considerations to them in hand paid, the receipt whereof is hereby acknowl-  
edged, ha ve granted, bargained, sold and conveyed, and by these presents do grant, bar-  
gain, sell, convey and confirm unto the said part y of the second part and her heirs  
and assigns forever, all that certain parcel of land lying and being in the County of Columbia ,  
and State of Florida , more particularly described as follows:

Begin at the Southeast Corner of Block A in the Northwestern  
Division of the City of Lake City, Florida , and run West 199  
feet for a point of beginning; thence run West 45 feet;  
thence North 95 feet; thence East 45 feet; thence South  
95 feet to the point of beginning.

Note: This deed is given to correct an error made in a deed  
from Samuel Byrd and wife, Annie B. Byrd, to Fannie E.  
Sparks on the 26th day of October, 1953 and recorded in Book  
No. 5, Page No. 47, in the Clerk of Circuit Court's Office in  
Columbia County, Florida on October 26, 1953.

Together with all the tenements, hereditaments and appurtenances, with every privilege, right,  
title, interest and estate, dower and right of dower, reversion, remainder and easement thereto  
belonging or in anywise appertaining: **To Have and To Hold** the same in fee simple forever.

And the said part ies of the first part do covenant with the said part y of the  
second part that they are lawfully seized of the said premises, that they are free from  
all encumbrances whatsoever and that they have good right and lawful  
authority to sell the same; and the said part ies of the first part do hereby fully warrant  
the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said part ies of the first part ha ve hereunto set their  
hand s and seal s the day and year above written.

Signed, sealed and delivered in our presence:

<i>Martha S. Smith</i>	<i>Samuel Byrd</i>	L. S.
<i>Walter J. Smith</i>	<i>Annie B. Byrd</i>	L. S.
_____	_____	L. S.
_____	_____	L. S.

State of Florida,  
County of Columbia

BOOK 6 PAGE 224

I Herby Certify, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Samuel Byrd and wife, Annie B. Byrd to me well known and known to me to be the individual s described in and who executed the foregoing deed, and they acknowledged then and there before me that they executed said deed.

And I Further Certify, That the said Annie B. Byrd known to me to be the wife of the said Samuel Byrd on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

Witness my hand and official seal this 24th day of November, A. D. 19 53



*S. B. Smith*  
Notary Public, State of Florida at  
My Comm. Expires Nov. 7,  
1954 by American Surety Co. of  
day of  
My commission expires  
A. D. 19

170  
1953-7028-1602-9777-11-11-54  
7015  
Warranty Deed

To

Date

Abstract of Description

State of Florida,  
County of Columbia

On this 7 day of Dec

A. D. 1953, at 2:10 o'clock P. M., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 223-224 of Book 6 in the public records of said County.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the State of Florida, in and for said County.

*E. M. Roberts*  
Clerk  
*By Mary Roberts*  
C.

10/16/57

1.75 R

1205

1557

2.50

This Warranty Deed Made the 16th day of October A. D. 19 57 by Fannie E. Sparks, a widow

hereinafter called the grantor, to

Daniel W. Sparks

whose postoffice address is Lake City, Florida hereinafter called the grantee:

BOOK 56 PAGE 37 OFFICIAL RECORDS

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Columbia County, Florida, viz:

Begin at SW corner and run N 157 1/2 feet, East 105 feet, North 52 1/2 feet, East 105 feet, South 210 feet, West 210 feet to point of beginning, / 100 feet East and West by 35 feet, North and South in NW corner except a lot to Murray Farmer, block A, NW Division and except a lot sold to Samuel Byrd and Annie B. Byrd, his wife in the City of Lake City.

XXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX  
XXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX  
XXXXXX XXXX

Also Begin 199 feet West of SE corner run West 45 feet, North 95 feet, East 45 feet, South 95 feet to point of beginning Block A. NW Division of the city of Lake City.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 56



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Miriam M. Johnson  
Eva K. Akins

Fannie E. Sparks (L.S.)

STATE OF FLORIDA  
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Fannie E. Sparks

to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of October A. D. 19 57.

Eva K. Akins

EVA K. AKINS  
Notary Public, State of Florida at large  
My commission expires Feb. 7, 1959.

**TAX DEED**

**State of Florida**

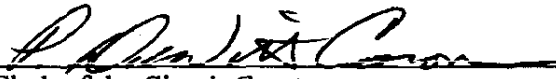
**County of Columbia**

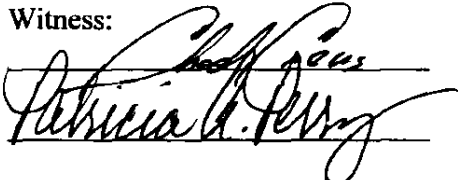
File No.1578 of 1994

Parcel No. 00-00-00-11481-000

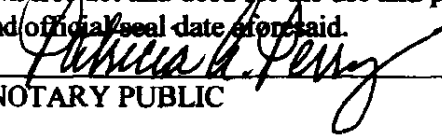
The following Tax Certificate numbered 1578 issued on June 1, 1994 was filed in the office of the Tax Collector of this County and application made for the issuance of a Tax Deed, the applicant having paid or redeemed all other taxes or tax certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 13th day of November, 2001, offered for sale as required by law for cash to the highest bidder and was sold to **ROSA O. SCOTT**, whose address is **1626 N. MARION ST., LAKE CITY, FL 32055**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

**NOW**, on this 13th day of November, 2001, in the County of Columbia, State of Florida, in consideration of the sum of (\$1013.67) **One thousand thirteen dollars and sixty-seven cents**, being the amount paid pursuant to the Laws of Florida, does hereby sell the following lands situated in the County and State aforesaid and described as follows: **[REDACTED]; Northwest division, begin 199 feet west of southeast corner, run west 45 feet, north 95 feet, east 45 feet, south 95 feet to POINT OF BEGINNING, Block A.**

  
Clerk of the Circuit Court  
Columbia County, Florida

Witness:  


State of Florida  
County of Columbia  
On this 13th day of December, 2001, before me personally appeared P. DeWitt Cason, Clerk of Circuit Court in and for Columbia County Florida, known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned. Witness my hand and official seal date aforesaid.

  
NOTARY PUBLIC



# THE LAKE CITY REPORTER

Lake City, Columbia County, Florida

STATE OF FLORIDA,  
COUNTY OF COLUMBIA,

Before the undersigned authority personally appeared Rick Bacon who on oath says that he is Publisher of the Lake City Reporter, a newspaper published at Lake City, Columbia County, Florida; that the attached copy of advertisement, being a

..... Legal  
in the matter of ..... Notice of Application  
..... for Tax Deed

..... in the ..... Court, was published  
in said newspaper in the issues of October 10, 17, 24, 31, 2001

Affiant further says that The Lake City Reporter is a newspaper published at Lake City in said Columbia County, Florida, and that the said newspaper has heretofore been continuously published in said Columbia County, Florida, and has been entered as second class mail matter at the post office in Lake City, in said Columbia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Kathleen A. Riotta  
MY COMMISSION # CC769125 EXPIRES  
31 day of October

*[Signature]*  
Kathleen A. Riotta  
Notary Public

Sworn to and subscribed to by me this 31 day of October  
A.D., 2001

Inst:2001024023 Date:12/20/2001 Time:09:09:52  
Loc Stamp-Deed : 7.70  
-MCK DC, P. DeWitt Cason, Columbia County B:942 P:826

### NOTICE OF APPLICATION FOR TAX DEED

Sec. 197.241 F.S.

Notice is hereby given that Rosa O. Scott, the holder(s) of the following certificate has filed said certificate for a Tax Deed to be issued thereon. The certificate number and year of issuance, the description of the property, and name in which it was assessed is as follows:

Certificate Number 1578  
Year of Issuance 1994  
Description of Property:  
00-00-00-11481-000; Northwest division begin 199 feet West of Southeast corner, run West 45 feet, North 95 feet, East 45 feet,

South 95 feet to POINT OF BEGINNING, Block A.

Name in which assessed Daniel W. Sparks

All of said property being in the County of Columbia, State of Florida. Unless said certificate shall be redeemed according to law, the property described in such certificate will be sold to the highest bidder at the Courthouse on Tuesday the 13th day of November, 2001, at 11:00 A.M.

-s-Patricia A. Perry  
PATRICIA A. PERRY  
Deputy Clerk  
for: P. DEWITT CASON  
Clerk of Courts

NOTICE TO PERSONS WITH DISABILITIES: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED TO, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT PATRICIA PERRY AT ROOM 234, COLUMBIA COUNTY COURTHOUSE, PO BOX 2069, LAKE CITY, FL 32056, (386)758-1350, SUNCOM 839-1350, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE. IF YOU ARE HEARING OR VOICE IMPAIRED, PLEASE CALL (386)758-2139

03501946  
October 10, 17, 24, 31, 2001

**CERTIFICATE OF CLERK**

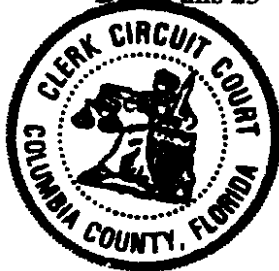
I HEREBY CERTIFY that copies of the Notices of Application for Tax Deed filed by Rosa O. Scott , regarding Tax Certificate numbers 1575, 1576 & 1578, issued June 1, 1994, said sale scheduled for November 13, 2001 , have been mailed via U.S. Mail on October 22, 2001 to the following persons:

Rosa O. Scott  
1626 N. Marion St.  
Lake City, FL 32055

No address for Daniel W. Sparks,  
Owner of Record  
Property posted

Inst:2001024023 Date:12/20/2001 Time:09:09:52  
Doc Stamp-Deed : 7.70  
*MLK* DC, P. DeWitt Cason, Columbia County B:942 P:627

Dated this 23<sup>rd</sup> day of October, 2001, at Columbia County, Florida.



*Patricia A. Perry, dc*  
for P. DEWITT CASON  
CLERK OF COURT

**Tax Record**

Last Update: 4/27/2022 3:43:35 PM EDT

[Register for eBill](#)

**Ad Valorem Taxes and Non-Ad Valorem Assessments**

The information contained herein does not constitute a title search and should not be relied on as such.

Account Number	Tax Type	Tax Year
R11481-000	REAL ESTATE	2021

**Mailing Address**  
 SCOTT ROSA O  
 862 N MARION AVE  
 LAKE CITY FL 32055

**Property Address**

**GEO Number**  
 000000-11481-000

Exempt Amount	Taxable Value
See Below	See Below

**Exemption Detail**  
 NO EXEMPTIONS

**Millage Code**  
 001

**Escrow Code**

Legal Description (click for full description)

00-00-00 0000/0000.10 Acres NW DIV: COMM 199 FT W OF SE COR, RUN W 45 FT, N 95 FT, E 45 FT, S 95 FT TO POB. BLOCK A 942-825,

**Ad Valorem Taxes**

Taxing Authority	Rate	Assessed Value	Exemption Amount	Taxable Value	Taxes Levied
BOARD OF COUNTY COMMISSIONERS	7.8150	2,138	0	\$2,138	\$16.71
CITY OF LAKE CITY	4.9000	2,138	0	\$2,138	\$10.48
COLUMBIA COUNTY SCHOOL BOARD					
DISCRETIONARY	0.7480	2,138	0	\$2,138	\$1.60
LOCAL	2.6430	2,138	0	\$2,138	\$7.79
CAPITAL OUTLAY	1.5000	2,138	0	\$2,138	\$9.21
SUWANNEE RIVER WATER MGT DIST	0.3615	2,138	0	\$2,138	\$0.77
LAKE SHORE HOSPITAL AUTHORITY	0.0000	2,138	0	\$2,138	\$0.00

<b>Total Millage</b>	18.9675	<b>Total Taxes</b>	\$40.56
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**Non-Ad Valorem Assessments**

Code	Levying Authority	Amount
XLCF	CITY FIRE ASSESSMENT	\$50.40

<b>Total Assessments</b>	\$50.40
--------------------------	---------

**Taxes & Assessments** \$90.96

If Paid By	Amount Due
	\$0.00

Date Paid	Transaction	Receipt	Item	Amount Paid
11/30/2021	PAYMENT	2701965.0002	2021	\$87.32

Prior Years Payment History

**Prior Year Taxes Due**

Year	Folio	Status	Cert.	Cert. Yr.	Amount
2014	2590		3170	2015	\$298.86
2015	2590		3062	2016	\$279.74
2016	2590		2993	2017	\$258.20
2017	2574		2817	2018	\$241.48
2018	2565		2740	2019	\$145.05
2019	2550		2802	2020	\$191.84
2020	2551		2422	2021	\$155.24

<b>Prior Years Total</b>	\$1,570.41
--------------------------	------------

If Paid By	Prior Years Due
4/30/2022	\$1,570.41

[Click Here To Pay Now](#)



Columbia County Property Appraiser Jeff Hampton

2022 Working Values updated: 4/21/2022

Retrieve Tax Record 2021 TRIM (pdf) Property Card Parcel List Generator Show on GIS Map Print

Parcel: << 00-00-00-11481-000 (39962) >>

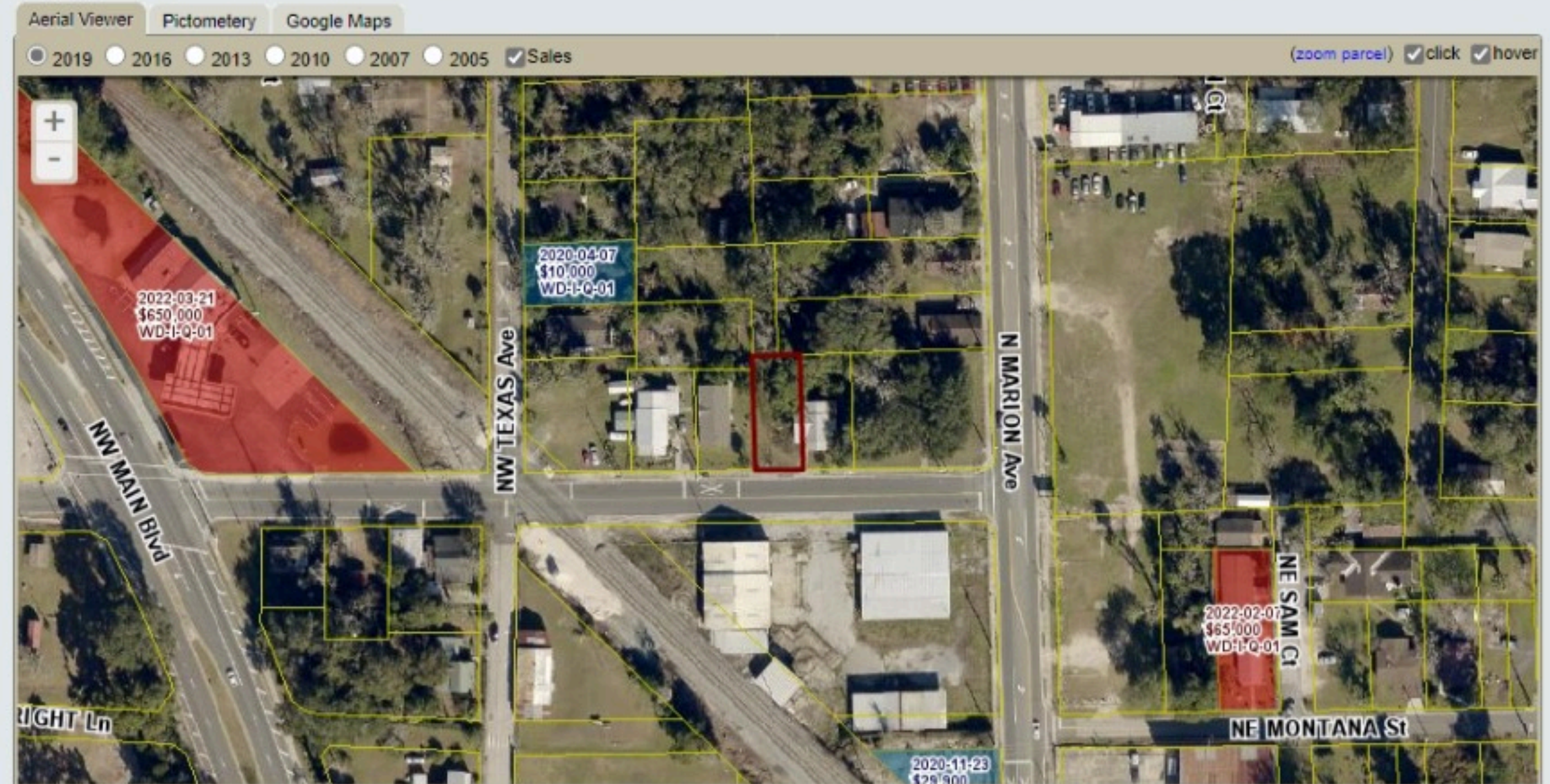
Owner & Property Info Result: 1 of 1

Owner	SCOTT ROSA O 862 N MARION AVE LAKE CITY, FL 32055		
Site			
Description*	NW DIV. COMM 199 FT W OF SE COR, RUN W 45 FT, N 95 FT, E 45 FT, S 95 FT TO POB. BLOCK A. 942-825.		
Area	0.098 AC	S/T/R	29-3S-17
Use Code**	VACANT (0000)	Tax District	1

\*The Description above is not to be used as the Legal Description for this parcel in any legal transaction.  
\*\*The Use Code is a FL Dept. of Revenue (DOR) code and is not maintained by the Property Appraiser's office. Please contact your city or county Planning & Zoning office for specific zoning information.

Property & Assessment Values

2021 Certified Values		2022 Working Values	
Mkt Land	\$2,138	Mkt Land	\$2,138
Ag Land	\$0	Ag Land	\$0
Building	\$0	Building	\$0
XFOB	\$0	XFOB	\$0
Just	\$2,138	Just	\$2,138
Class	\$0	Class	\$0
Appraised	\$2,138	Appraised	\$2,138
SOH Cap [?]	\$0	SOH Cap [?]	\$0
Assessed	\$2,138	Assessed	\$2,138
Exempt	\$0	Exempt	\$0
Total Taxable	county:\$2,138 city:\$2,138 other:\$0 school:\$2,138	Total Taxable	county:\$2,138 city:\$2,138 other:\$0 school:\$2,138



Sales History Show Similar Sales within 1/2 mile Fill out Sales Questionnaire

Sale Date	Sale Price	Book/Page	Deed	V/I	Qualification (Codes)	RCode
11/13/2001	\$1,100	0942/0825	TD	V	U	01

Building Characteristics

Bldg Sketch	Description*	Year Bit	Base SF	Actual SF	Bldg Value
		NONE			

Extra Features & Out Buildings (Codes)

Code	Desc	Year Bit	Value	Units	Dims
		NONE			

Land Breakdown

Code	Desc	Units	Adjustments	Eff Rate	Land Value
0000	VAC RES (MKT)	4,275.000 SF (0.098 AC)	1.0000/1.0000 1.0000/ /	\$1 /SF	\$2,138

1"=40'  
SCALE

PAN BOX FULL INFO HOVER DIST SAVE PRINT



Map navigation controls including a layer selector, search icon, and a home button.

**File Attachments for Item:**

17. City Council Resolution No. 2022-083 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a grant agreement with the Federal Aviation Administration; providing for improvements to the Lake City Gateway Airport; providing for the receipt of up to \$2,460,257.00 in allowable costs; and providing an effective date.

**CITY COUNCIL RESOLUTION NO. 2022-083**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION; PROVIDING FOR IMPROVEMENTS TO THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR THE RECEIPT OF UP TO \$2,460,257.00 IN ALLOWABLE COSTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 24, 2022, the City of Lake City, Florida (hereinafter the “City”) completed an application for grant funding from the Federal Aviation Administration (hereinafter the “FAA”) for a improvements to the Lake City Gateway Airport (hereinafter the “Airport”); and

**WHEREAS**, the FAA has approved the City’s application for grant funding in an amount not to exceed two million, four hundred sixty thousand, two hundred fifty-seven dollars and zero cents (\$2,460,257.00); and

**WHEREAS**, the city administration recommends that the City Council accept the grant offer of \$2,460,257.00; and

**WHEREAS**, the City Councils finds that the acceptance of the aforementioned grant funds and execution of the *Grant Agreement, Part 1 – Offer* (AIP Grant Number 3-12-0039-029-2022) with the FAA, a copy of which is attached hereto and made a part of this resolution (the “Agreement”), is in the best interests of the City.

*[Remainder of this page intentionally left blank.]*

**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 accept the offer from the FAA pursuant to the terms of the Agreement.

**Section 3.** The Mayor, and city administration, is authorized to execute the Agreement for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of August 2022.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.  
City Attorney



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Orlando ADO  
8427 SouthPark Circle, Ste 524  
Orlando, FL 32819

July 28, 2022

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

Dear Ms. Straugh:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0039-029-2022 at Lake City Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 29, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

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

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

**FAA Contact Information.** Hilary Maull, (407) 487-7238, Hilary.W.Maull@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Bart Vernace, P.E.  
Manager



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## FAA Airport Improvement Program (AIP)

### GRANT AGREEMENT

#### Part I - Offer

Federal Award Offer Date	July 28, 2022
Airport/Planning Area	Lake City Gateway Airport
FY2022 AIP Grant Number	3-12-0039-029-2022
Unique Entity Identifier	MYB6D4DLBJD9
TO:	City of Lake City

~~(herein called the "Sponsor")~~

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

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 24, 2022, for a grant of Federal funds for a project at or associated with the Lake City Gateway Airport, which is included as part of this Grant Agreement; and

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

Reconfigure Taxiway C (Construction); Rehabilitate Transient Apron (Construction)

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;



THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,460,257.

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

\$ 0 for planning

\$ 2,460,257 airport development or noise program implementation; and,

\$ 0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

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

- a. Period of Performance:

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

- b. Budget Period:

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

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 29, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., Sub-contracts).
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

**22. Trafficking in Persons.**

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:
  - 1. Is determined to have violated a prohibition in paragraph (a) of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.
- d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:
  - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
  24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 1996, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
  25. **Employee Protection from Reprisal.**
    - a. Prohibition of Reprisals
      1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
        - i. Gross mismanagement of a Federal grant;
        - ii. Gross waste of Federal funds;
        - iii. An abuse of authority relating to implementation or use of Federal funds;
        - iv. A substantial and specific danger to public health or safety; or
        - v. A violation of law, rule, or regulation related to a Federal grant.
      2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
        - i. A member of Congress or a representative of a committee of Congress;
        - ii. An Inspector General;
        - iii. The Government Accountability Office;
        - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
        - v. A court or grand jury;
        - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
        - vii. An authorized official of the Department of Justice or other law enforcement agency.
      3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
      4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
      5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
      6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

## SPECIAL CONDITIONS

26. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
27. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
    1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
    2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
    3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
    4. Qualifications of engineering supervision and construction inspection personnel;
    5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
    6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
    7. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
      - a. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
      - b. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

28. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.



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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

Bart Vernace

\_\_\_\_\_  
*(Typed Name)*

Manager

\_\_\_\_\_  
*(Title of FAA Official)*

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

**Part II - Acceptance**

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

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

\_\_\_\_\_  
City of Lake City

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:** \_\_\_\_\_

*(Typed Name of Sponsor's Authorized Official)*

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

*(Title of Sponsor's Authorized Official)*

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

**CERTIFICATE OF SPONSOR'S ATTORNEY**

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

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

#### B. Duration and Applicability.

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

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

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

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

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

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

## 1. General Federal Requirements

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

### FEDERAL LEGISLATION

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- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### ***FOOTNOTES TO ASSURANCE (C)(1)***

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **SPECIFIC ASSURANCES**

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

## 2. Responsibility and Authority of the Sponsor.

### a. Public Agency Sponsor:

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

### b. Private Sponsor:

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

## 3. Sponsor Fund Availability.

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

## 4. Good Title.

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

## 5. Preserving Rights and Powers.

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



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

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

#### **6. Consistency with Local Plans.**

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

#### **7. Consideration of Local Interest.**

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

#### **8. Consultation with Users.**

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

**9. Public Hearings.**

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

**10. Metropolitan Planning Organization.**

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

**11. Pavement Preventive Maintenance-Management.**

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

**12. Terminal Development Prerequisites.**

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

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

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

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

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

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

**16. Conformity to Plans and Specifications.**

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

**17. Construction Inspection and Approval.**

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

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

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

#### **20. Hazard Removal and Mitigation.**

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

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

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

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

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

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

### **24. Fee and Rental Structure.**

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

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

## 26. Reports and Inspections.

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

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

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

**28. Land for Federal Facilities.**

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

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The



sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Lake City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

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

### **33. Foreign Market Restrictions.**

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

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of June 24, 2022.

### **35. Relocation and Real Property Acquisition.**

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

### **36. Access By Intercity Buses.**

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

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

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