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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

February 02, 2026 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

Revised 1/30/2026: Item #9 Exchanged Report to Council (1 page)

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

**Events Prior to Meeting** - 5:00 PM Community Redevelopment Agency Meeting

**Pledge of Allegiance**

**Invocation** - Mayor Noah Walker

**Roll Call**

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

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

**Approval of Agenda**

**Proclamations/Recognitions**

1. Certificate of Appreciation Presented to Mayor Noah Walker at New Day Springs Missionary Baptist Church (Vice Mayor Chevella Young)

**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@lcfia.com](mailto:submissions@lcfia.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** - None

**Presentations** - None

**Quasi-Judicial Hearings**

**Open Quasi-Judicial Hearing**

Final Reading

2. City Council Ordinance No. 2026-2349 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

Passed on first reading 1/5/2026

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

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

**Clerk should take custody of exhibits.**

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

- A. Brief introduction of ordinance by city staff.**
- B. Presentation of application by applicant.**
- C. Presentation of evidence by city staff.**
- D. Presentation of case by third party intervenors, if any.**

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2349 on final reading

- 3.** City Council Ordinance No. 2026-2350 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

Passed on first reading 1/20/2026

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

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

**Clerk should take custody of exhibits.**

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

**A. Brief introduction of ordinance by city staff.**

**B. Presentation of application by applicant.**

**C. Presentation of evidence by city staff.**

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

**E. Public comments.**

**F. Cross examination of parties by party participants.**

**G. Questions of parties by City Council.**

**H. Closing comments by parties.**

**I. Instruction on law by attorney.**

**J. Discussion and action by City Council.**

**Close Quasi-Judicial**

Adopt City Council Ordinance No. 2026-2350 on final reading

**Old Business**

Ordinances

**Open Public Hearing**

4. City Council Ordinance No. 2026-2347 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for Amending Section 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.19 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 1/5/2026

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2347 on final reading

**Open Public Hearing**

5. City Council Ordinance No. 2026-2348 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures

by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 1/5/2026

### **Close Public Hearing**

Adopt City Council Ordinance No. 2026-2348 on final reading

### Resolutions

6. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

This resolution was tabled on January 20, 2026, to the February 2, 2026 meeting

### Other Items

7. Paul Dyal Severance Agreement Matter
  - a. Update from City Attorney
  - b. Comments from Joel Foreman, Counsel for Paul Dyal
  - c. Comments from Guy Norris, Special Counsel for the City of Lake City
  - d. Discussion by Council and Possible Action by the City Council

**New Business**Ordinances - NoneResolutions

8. City Council Resolution No. 2026-015 - A resolution of the City of Lake City, Florida, approving that certain services and performance extension agreement extending that certain agreement between the City and Sunrise Consulting Group, LLC, a Florida Limited Liability Company for Government Affairs Consulting Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
9. City Council Resolution No. 2026-016 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and Looks Great Services of MS, Inc., a Mississippi Corporation, for annual tree removal, stump grinding, and mulching; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
10. City Council Resolution No. 2026-017 - A resolution of the City of Lake City, Florida, designating an administrative authority to receive, review, and process plat or replat submittals, and designating an administrative official responsible for approving, approving with conditions, or denying plats or replats, pursuant to Section 177.071, Florida Statutes, as amended; repealing all resolutions in conflict; providing an effective date; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; repealing all prior resolutions in conflict; and providing an effective date.
11. City Council Resolution No. 2026-018 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 026-2025 for consulting services to perform a fire consolidation feasibility study for the City and the Columbia County Board of County Commissioners; accepting the proposal from Matrix Consulting Group, LTD., a California Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; providing for sharing the costs and results of such study with the Columbia County Board of County Commissioners; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

12. Discussion and Possible Action - Consider appointment to Planning and Zoning Board to fill unexpired term through October 31, 2028 for Seat 3-F.

Applicant: Kendria Jones

**Departmental Administration - None**

**Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

**Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

**Adjournment**

**UPCOMING DATES OF INTEREST**

Friday, February 6 - Sweets in the Streets "Sweets Extravaganza" in Veterans Park - 5:00 PM until 8:00 PM

Tuesday, February 24 - 250th Celebration of America Kick Off in Olustee Park - 11:00 AM

**YouTube 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. Certificate of Appreciation Presented to Mayor Noah Walker at New Day Springs Missionary Baptist Church (Vice Mayor Chevella Young)

18TH ANNUAL PRESLEY EXCEL AND SCHOLARS PROGRAM, INC.  
DR. MARTIN LUTHER KING, JR. 97th BIRTHDAY OBSERVANCE

# Certificate Of Appreciation

*Presented to*

## **MAYOR NOAH WALKER**

For leadership, service, dedication, spiritual guidance,  
patience, intelligence, and  
an outstanding role model for the youth and the community.

**“YOU ARE TRULY SOMEONE SPECIAL.”**

January 18, 2026  
New Day Springs Missionary Baptist Church  
Reverend Al Nelson, Pastor

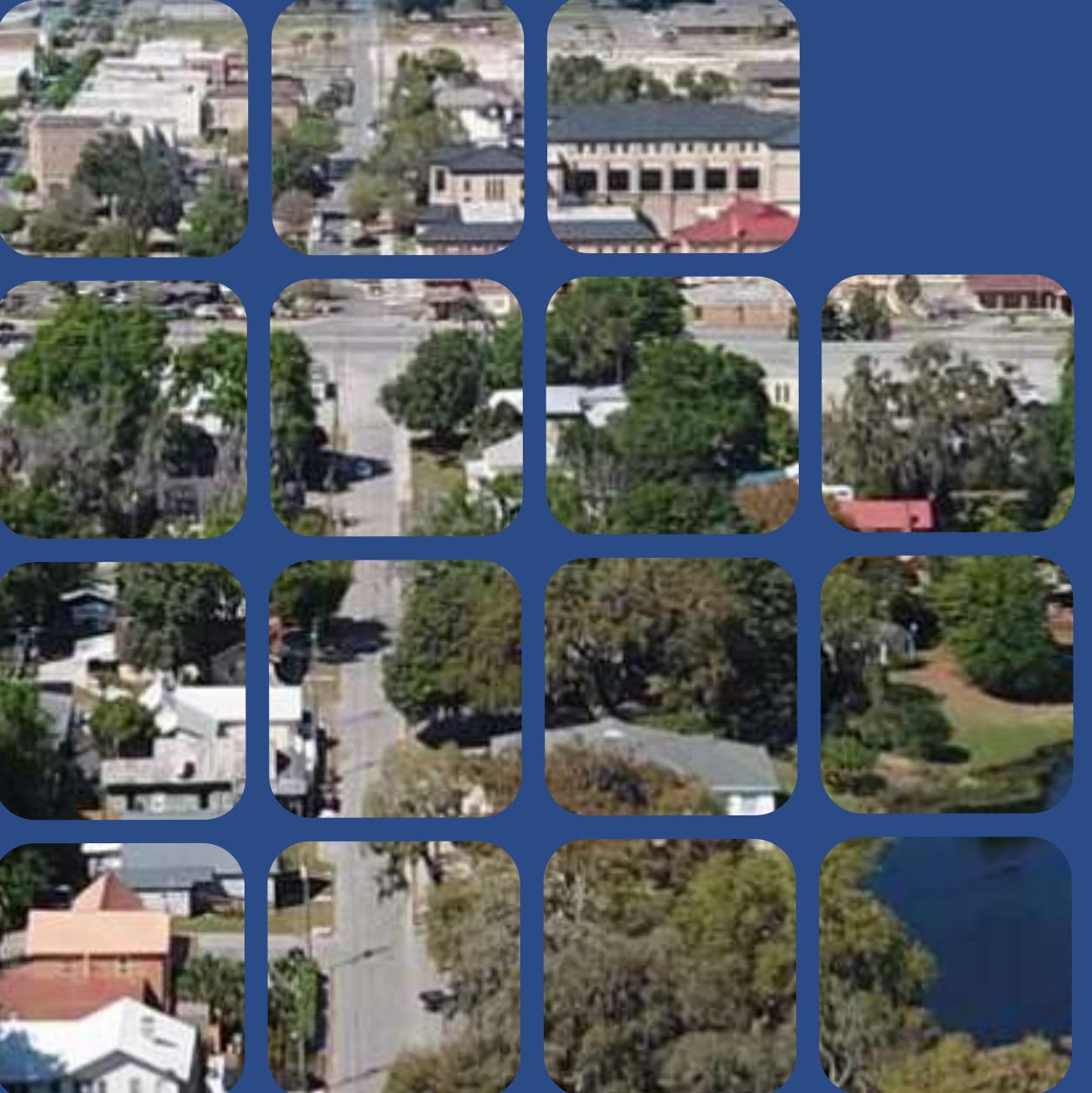
**Ms. Bernice D. Presley, Sponsor/Youth Advisor**

Staff Members  
Glynnell, Glynese, Sharyn, Debby, Idrissa, Sage, Deron, Travis

**File Attachments for Item:**

2. City Council Ordinance No. 2026-2349 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-07, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

Passed on first reading 1/5/2026



# Annexation ANX 25-07

PRESENTED BY  
ROBERT ANGELO



# Introduction

- Applicant has requested to annex parcel 08881-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.

# Staff Recommendation

- Staff's recommendation is to approve Ordinance 2025-2349.

# QUESTIONS?



## ORDINANCE NO. 2026-2349

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2           **PETITION NO. ANX 25-07, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA**  
3           **LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY**  
4           **ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN**  
5           **COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO**  
6           **THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING**  
7           **CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING**  
8           **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING**  
9           **AN EFFECTIVE DATE.**

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

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

17          **WHEREAS**, the Interlocal Service Boundary Agreement (the “ISBA”) between the Board of County  
18          Commissioners of Columbia County, Florida, (the “County”), adopted by Columbia County  
19          Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345  
20          permits property not contiguous to the boundaries of the City to be annexed into the City; and

21          **WHEREAS**, Lake City 47, LLC, a Florida limited liability company, the owner of certain real  
22          property more particularly described herein below (the “Real Property”), has petitioned that the  
23          same be voluntarily annexed and incorporated into the boundaries of the City; now therefore

24          **BE IT ORDAINED** by the People of the City of Lake City, Florida, as follows:

25          1. Pursuant to a petition, ANX 25-07, by Lake City 47, LLC, a Florida limited liability company,  
26          the owner of Real Property, said Real Property being depicted on Schedule A: Location Map,  
27          attached hereto and incorporated as part of this Ordinance, and is reasonably compact, has  
28          petitioned the City to have said Real Property annexed into the City.

29          A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia  
30          County, Florida. Being more particularly described as follows: Commence at the  
31          Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 30;

32           thence South 89°48'22" West, along the North line of the said Southwest 1/4 of  
33           the Northwest 1/4 of said Section 30, a distance of 13.70 feet; thence South  
34           04°36'22" West 20.57 feet to the South line of an easement; thence South  
35           89°48'22" West, along said South line of easement, 18.20 feet for a Point of  
36           Beginning; thence South 25°20'22" West parallel to State Road 47, a distance of  
37           200.00 feet; thence South 89°48'22" West parallel to said South line of an  
38           easement, 200.00 feet to the East line of State Road 47; thence North 25°20'22"  
39           East, along said East line of State Road 47, a distance of 200.00 feet to said South  
40           line of an easement; North 89°48'22" East, along said South line of an easement,  
41           a distance of 200.00 feet to the Point of Beginning.

42           LESS AND EXCEPT

43           Approximately 11.00 feet off the West side thereof for road right-of-way.

44           Containing 26.61 acres, more or less.

45       2. The City Council finds the petition bears the signatures of all owners of said Real Property in  
46           the area proposed to be annexed.

47       3. The City Council finds said Real Property meets the criteria established by Chapter 171,  
48           Florida Statutes, as amended, and said ISBA between the County, and the City, and should  
49           be annexed to the boundaries of the City.

50       4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part  
51           of the City.

52       5. The boundaries of the City are hereby redefined to include the Real Property.

53       6. Annexation. Said Real Property shall continue to be classified as follows: RESIDENTIAL,  
54           MODERATE DENSITY (less than or equal to 4 dwelling units per acre) and HIGHWAY  
55           INTERCHANGE under the land use classifications as designated on the Future Land Use Plan  
56           Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE  
57           (CI) under the zoning districts as designated on the Official Zoning Atlas of the Columbia County  
58           Land Development Regulations until otherwise changed or amended by appropriate ordinance  
59           of the City.

60       7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby  
61           redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
62           to all general and special assessments.

63       8. All persons who have been lawfully engaged in any occupation, business, trade or profession,

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

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

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

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

86       11. **Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to  
87       the extent of such conflict.

88       12. **Effective Date.** This Ordinance shall be effective on the date of final adoption by the City  
89       Council.

**APPROVED, UPON FIRST READING,** by the City Council, at a regular meeting, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

**PUBLICLY NOTICED,** in a newspaper of general circulation in the City, by the City Clerk of the City,  
on the 3rd of January 2026 and 8th day of January 2026.

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**APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a quorum present of the City Council, at a regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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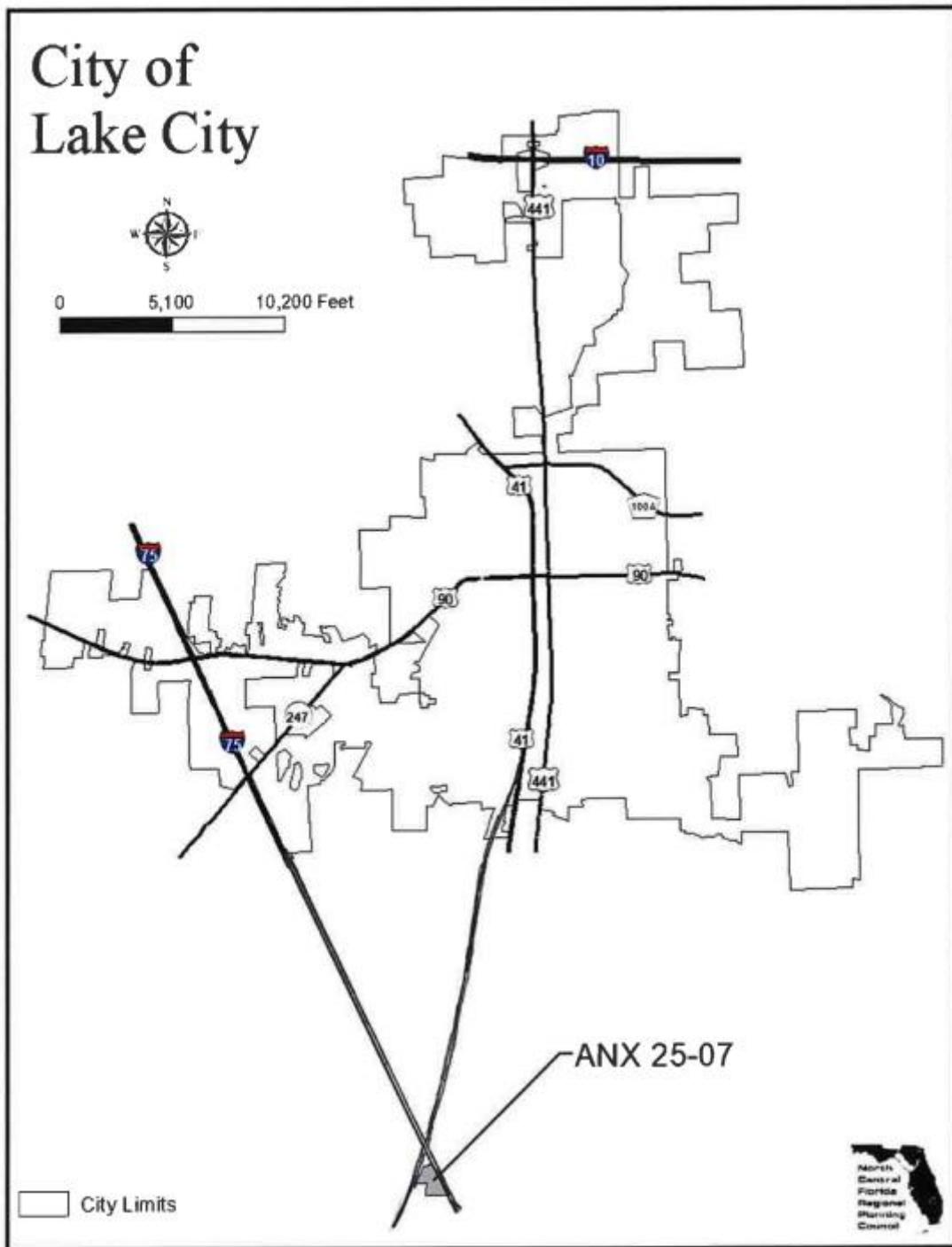
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

### Schedule A: Location Map



Ordinance Number: 2026-2349  
Passed on first reading on January 5, 2026

**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

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

Proposed ordinance's title/reference: **ORDINANCE 2026-2349**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-07, SUBMITTED BY LAKE CITY 47, LLC, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-07, SUBMITTED BY LAKE CITY 47, LLC, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**Zero**

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

**The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).**

**File Attachments for Item:**

3. City Council Ordinance No. 2026-2350 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 25-08, submitted by Pam Stewart and Scott D. Stewart, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. This property is located at the SW quadrant of I75 and SR 47.

Passed on first reading 1/20/2026

# Annexation ANX 25-08

PRESENTED BY  
ROBERT ANGELO



# Introduction

- Applicant has requested to annex parcel 08891-000 into the City.
- This parcel is located within the Joint Planning Area and Municipal Service Area, commonly known as Cornerstone Planning Area.

# Joint Planning Area

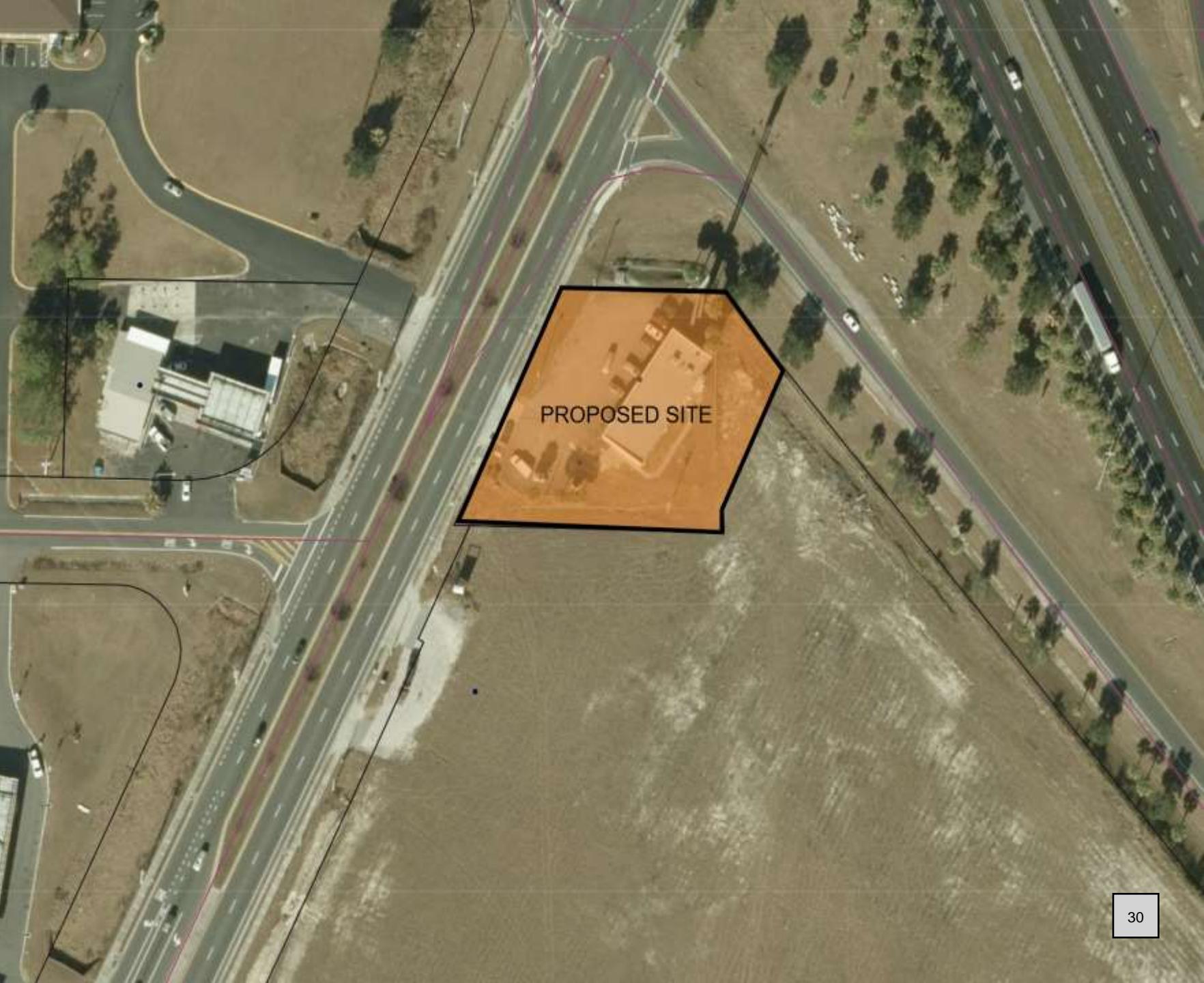


**Joint Planning Area**



Planning Area

# Location



# Cornerstone Planning Area Adoption

- The City of Lake City adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 15<sup>th</sup>, 2025, by Ordinance 2025-2345.
- Columbia County adopted the Interlocal Service Boundary Agreement/Joint Planning Area with Columbia County on December 18<sup>th</sup>, 2025, by Ordinance 2025-23.



# Staff Recommendation

- Staff's recommendation is to approve Ordinance 2026-2350.

# QUESTIONS?



## ORDINANCE NO. 2026-2350

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT**  
2           **TO PETITION NO. ANX 25-08, SUBMITTED BY PAM STEWART AND**  
3           **SCOTT D. STEWART, RELATING TO VOLUNTARY ANNEXATION;**  
4           **ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA**  
5           **COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE**  
6           **BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING**  
7           **CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING**  
8           **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;**  
9           **PROVIDING AN EFFECTIVE DATE.**

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

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

17           **WHEREAS**, the Interlocal Service Boundary Agreement (the “ISBA”) between the Board of County  
18           Commissioners of Columbia County, Florida, (the “County”), adopted by Columbia County  
19           Ordinance No. 2025-23 and the City, adopted by City of Lake City Ordinance No. 2026-2345  
20           permits property not contiguous to the boundaries of the City to be annexed into the City; and

21           **WHEREAS**, Pam Stewart and Scott D. Stewart, the owner of certain real property more  
22           particularly described herein below (the “Real Property”), has petitioned that the same be  
23           voluntarily annexed and incorporated into the boundaries of the City; now therefore

24           **BE IT ORDAINED** by the People of the City of Lake City, Florida, as follows:

25           1. Pursuant to a petition, ANX 25-08, by Pam Stewart and Scott D. Stewart, the owner of Real  
26           Property, said Real Property being depicted on Schedule A: Location Map, attached hereto  
27           and incorporated as part of this Ordinance, and is reasonably compact, has petitioned the  
28           City to have said Real Property annexed into the City.

29           A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia  
30           County, Florida. Being more particularly described as follows: Commence at

30 the Southeast corner of the Northwest 1/4 of said Section 30; thence North  
31 00°22'20" West, along the East line of the Northwest 1/4 of the Northwest 1/4,  
32 a distance of 20.50 feet to a point on the Northerly right-of-way line of a county  
33 road for a Point of Beginning; thence South 89°48'22" West, along said  
34 Northerly right-of-way line of said county road, 207.41 feet to the Easterly  
35 right-of-way of State Road 47; thence North 33°46'40" East, along the Easterly  
36 right-of-way line of said State Road 47, a distance of 217.86 feet to the  
37 Southwesterly right-of-way line of Intersatte 75 (State Road 93); thence South  
38 88°24'42" East, along said Southwesterly right-of-way line of Interstate 75  
39 (State Road 93), a distance of 71.43 feet; thence South 00°22'20" East, along  
40 the East line of said Northwest 1/4 of the Northwest 1/4 of Section 30, a  
41 distance of 162.56 feet to the Point of Beginning.

42 AND

43 The North 1/2 of the following: a strip of land 41.00 feet in width lying 20.50  
44 feet North and 20.50 feet South of the following described survey line: Begin  
45 at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section  
46 30, Township 4 South, Range 17 East, Columbia County, Florida; thence West,  
47 along the South boundary of the said Northwest 1/4 of the Northwest 1/4 of  
48 said Section 30, a distance of 275.00 feet, to the centerline of State Road 47,  
49 less and except that part of the above-described property lying within the right-  
50 of-way of said State Road 47.

51 AND

52 Commence at the Southwest corner of the NW 1/4 of the Northwest 1/4,  
53 Section 30, Township 4 South, Range 17 East, Columbia County, Florida; thence  
54 North 00°23'36" West, along the West line of said NW 1/4 of the Northwest  
55 1/4 of Section 30, a distance of 20.50 feet to the Point of Beginning; thence  
56 continue North 00°23'36" West, sill along said West line, 162.14 feet to the  
57 Southwesterly right-of-way line of Interstate Highway 75 (State Road 93);  
58 thence South 41°09'12" East, along said Southwesterly right-of-way line, 77.31  
59 feet; thence South 25°35'04" West 115.23 feet to the Point of Beginning.

60 All said lands containing 0.81 acre, more or less.

61 2. The City Council finds the petition bears the signatures of all owners of said Real Property in  
62 the area proposed to be annexed.

63 3. The City Council finds said Real Property meets the criteria established by Chapter 171,  
64 Florida Statutes, as amended, and said ISBA between the County, and the City, and should

65        be annexed to the boundaries of the City.

66        4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part  
67        of the City.

68        5. The boundaries of the City are hereby redefined to include said Real Property.

69        6. Annexation. Said Real Property shall continue to be classified as follows: HIGHWAY  
70        INTERCHANGE under the land use classifications as designated on the Future Land Use Plan  
71        Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, HIGHWAY  
72        INTERCHANGE (CHI) under the zoning districts as designated on the Official Zoning Atlas of  
73        the Columbia County Land Development Regulations until otherwise changed or amended  
74        by appropriate ordinance of the City.

75        7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby  
76        redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
77        to all general and special assessments.

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

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

88        a)        Florida Department of State, Tallahassee, Florida;

89        b)        Florida Office of Economic and Demographic Research, Tallahassee, Florida;

90        c)        Clerk of the Circuit Court of Columbia County, Florida;

91        d)        Chief Administrative Officer of Columbia County, Florida;

92        e)        Property Appraiser of Columbia County, Florida;

93        f)        Tax Collector of Columbia County, Florida; and

94        g)        All public utilities authorized to conduct business within the City.

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

101 11. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to  
102 the extent of such conflict.

103 12. Effective Date. This Ordinance shall be effective on the date of final adoption by the City  
104 Council.

**APPROVED, UPON FIRST READING**, by the City Council, at a regular meeting, on the \_\_\_\_\_ day  
of \_\_\_\_\_, 2026.

**PUBLICLY NOTICED**, in a newspaper of general circulation in the City, by the City Clerk of the City  
on the 22nd of January 2026 and 28th day of January 2026.

**APPROVED AND ADOPTED UPON SECOND READING**, by an affirmative vote of a majority of a  
quorum present of the City Council, at a regular meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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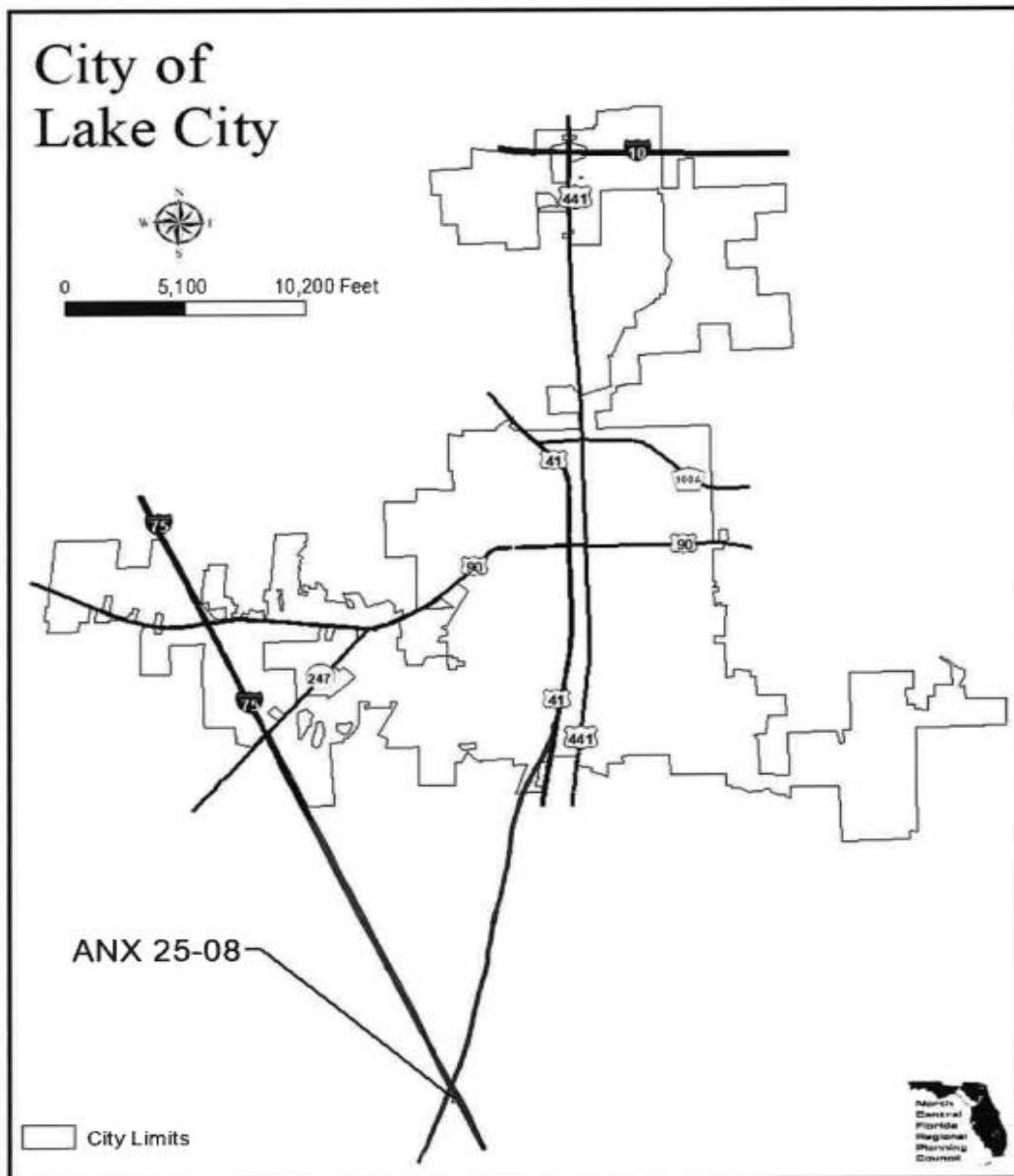
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

### Schedule A: Location Map



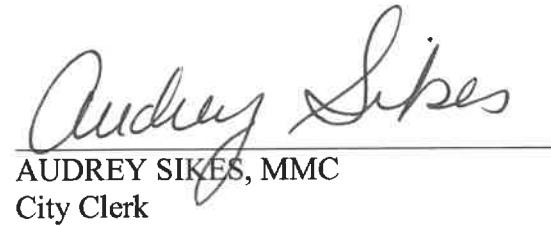
Ordinance Number: 2026-2350  
Passed on first reading on January 20, 2026

**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

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

Proposed ordinance's title/reference: **ORDINANCE 2026-2350**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-08, SUBMITTED BY PAM SETWART AND SCOTT D. STEWART, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 25-08, SUBMITTED BY PAM SETWART AND SCOTT D. STEWART, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

**Zero**

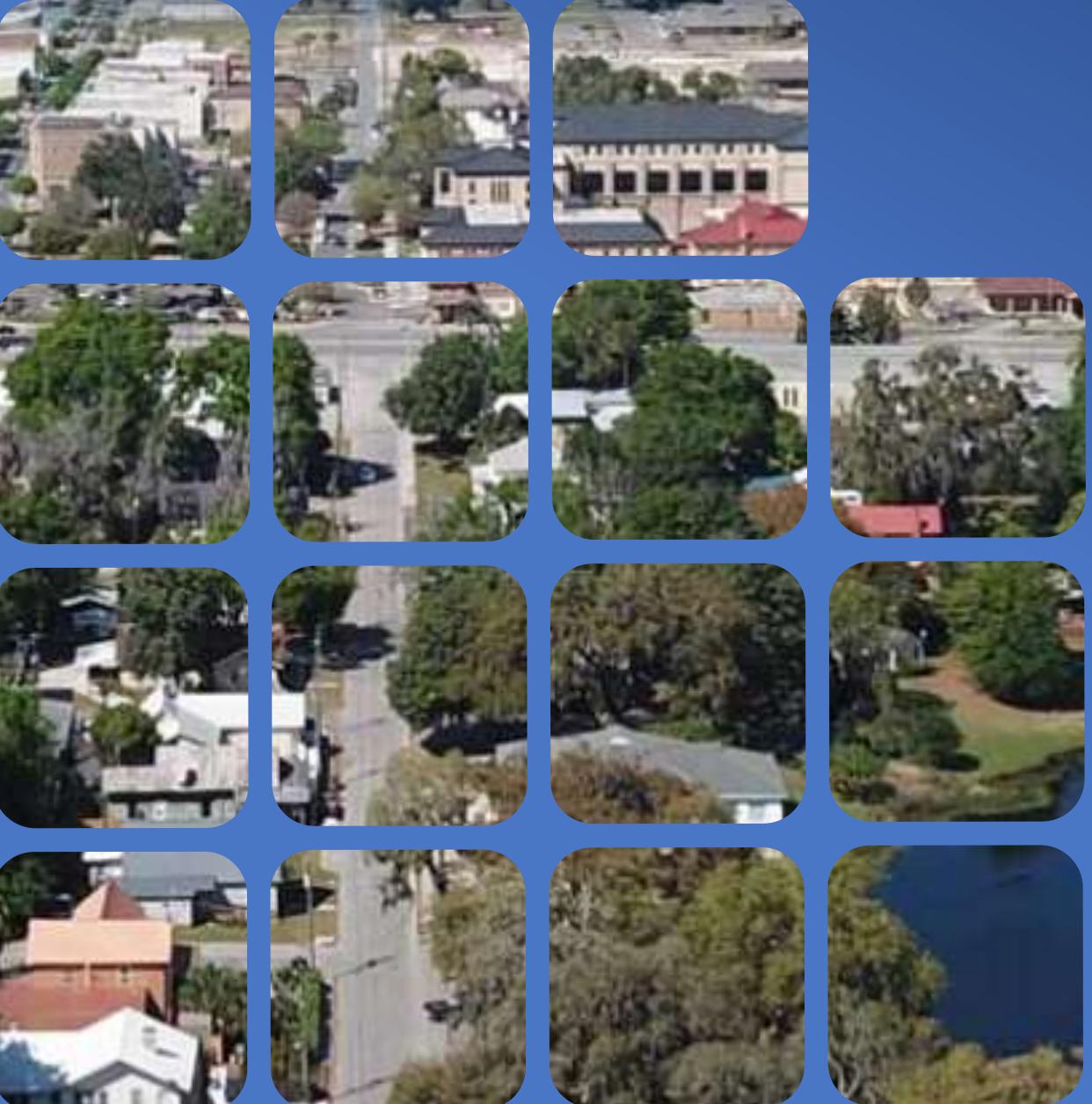
4. Additional information the governing body deems useful (if any):

**The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).**

**File Attachments for Item:**

4. City Council Ordinance No. 2026-2347 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City, Florida; providing for Amending Section 4.1.1 entitled Zoning Districts, Establishment of Districts by adding a "MU" Mixed-Use Zoning District; providing for amending Section 4.1.6 entitled Zoning Districts, Definitions of Groupings of Various Districts by adding a definition of Mixed-Use; providing for adding Section 4.19 entitled Zoning Districts, Mixed-Use Zoning District; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 1/5/2026



# MIXED USE ZONING

PRESENTED BY  
ROBERT ANGELO



# AGENDA



QUESTIONS

DEFINITION

BENEFITS

KEY TAKEAWAYS

# WHAT IS MIXED USE ZONING

- Mixed-use zoning is an alternative to single-use zoning. This varies from Euclidian zoning, where land uses are separated in districts.
- A mixed-use development places multiple uses within a development site.
- A mixed-use development is usually a vertical mixed use or a horizontal mixed use.



*Image credit: Tioga Realty, 2022.*

# COMMUNITY BENEFITS



# EXAMPLE OF MIXED-USE ZONING

## Mixed-Use Development



# KEY TEXT

- Maximum residential density of forty (40) dwelling units per acre.
- Minimum single family lot size of 3,600 square feet.
- Minimum residential non-single family lot size of 7,200 square feet.
- Alcoholic beverage establishments permitted in MU-1 and MU-2.
- Truck and bus maintenance facilities permitted in MU-2.

# QUESTIONS

## **ORDINANCE NO. 2026-2347**

### **CITY OF LAKE CITY, FLORIDA**

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT**  
2           **OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS**  
3           **AMENDED, PURSUANT TO AN APPLICATION, LDR 25-03, BY THE GROWTH**  
4           **MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR**  
5           **AMENDING SECTION 4.1.1 ENTITLED ZONING DISTRICTS, ESTABLISHMENT**  
6           **OF DISTRICTS BY ADDING A "MU" MIXED-USE ZONING DISTRICT;**  
7           **PROVIDING FOR AMENDING SECTION 4.1.6 ENTITLED ZONING DISTRICTS,**  
8           **DEFINITIONS OF GROUPINGS OF VARIOUS DISTRICTS BY ADDING A**  
9           **DEFINITION OF MIXED-USE; PROVIDING FOR ADDING SECTION 4.19**  
10           **ENTITLED ZONING DISTRICTS, MIXED-USE ZONING DISTRICT; PROVIDING**  
11           **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN**  
12           **EFFECTIVE DATE**

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

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

19           **WHEREAS**, an application for an amendment, as described below, has been filed with the City;  
20           **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, (the "Planning and Zoning  
21           Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida,  
22           hereinafter referred to as the Local Planning Agency; and

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

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

35 the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for  
36 an amendment, as described below; and

37 **WHEREAS**, the City Council has determined and found that a need and justification exist for the  
38 approval of said application for an amendment, as described below; and

39 **WHEREAS**, the City Council has determined and found that approval of said application for an  
40 amendment, as described below, is consistent with the purposes and objectives of the  
41 comprehensive planning program and the Comprehensive Plan; and

42 **WHEREAS**, the City Council has determined and found that approval of said application for an  
43 amendment, as described below, will further the purposes of the Land Development Regulations  
44 and other ordinances, regulations and actions designed to implement the Comprehensive Plan;  
45 and

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

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

50 1. Pursuant to an application, LDR 25-03, by the Growth Management Department of Lake City,  
51 Florida, to amend the text of the Land Development Regulations, Section 4.1.1 entitled Zoning  
52 Districts, Establishment of Districts is hereby amended to read, as follows:

53 SECTION 4.1 ZONING DISTRICTS

54 4.1.1 ESTABLISHMENT OF DISTRICTS

55 In order to classify, regulate, and restrict the use of land, buildings, and structures; to  
56 regulate the area of yards and open spaces about buildings; to regulate the intensity of land  
57 use, and to promote orderly growth within areas subject to these land development  
58 regulations, the following zoning districts are established:

59 CSV	Conservation
60 A	Agricultural
61 RSF-1, 2, 3	Residential, Single Family
62 RSF/MH-1, 2, 3	Residential, (Mixed) Single Family/Mobile Home
63 RMH-1, 2, 3	Residential, Mobile Home
64 RMH-P	Residential, Mobile Home Park
65 RMF-1, 2	Residential, Multiple Family
66 RO	Residential, Office
67 CN	Commercial, Neighborhood
68 CG	Commercial, General
69 CI	Commercial, Intensive

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70	C-CBD	Commercial, Central Business District
71	CHI	Commercial, Highway Interchange
72	ILW	Industrial, Light and Warehousing
73	I	Industrial
74	PRD	Planned Residential Development
75	<b><u>MU</u></b>	<b><u>Mixed-Use</u></b>

76 2. Pursuant to an application, LDR 25-03, by the Growth Management Department of the City  
77 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.1.6  
78 entitled Zoning Districts, Definitions of Groupings of Various Districts is hereby amended to  
79 read, as follows:

80 4.1.6 DEFINITIONS OF GROUPINGS OF VARIOUS DISTRICTS

81 Where the phrases "all conservation districts", "conservation districts", "zoned  
82 conservation", "conservation zone", or phraseology of similar intent are used in  
83 these land development regulations, the phrases shall be construed to include the  
84 following district:

85 CSV Conservation

86 Where the phrases "all agricultural districts", "agricultural districts", "zoned  
87 agriculturally", "agricultural zone", "agriculturally zoned", or phraseology of similar  
88 intent are used in these land development regulations, the phrases shall be  
89 construed to include the following district:

90 A Agricultural

91 Where the phrases "one (1) family residential districts", "one (1) family residential  
92 district", "zoned for one (1) family residential purposes", or phraseology of similar  
93 intent are used in these land development regulations, the phrases shall be  
94 construed to include the following districts:

95 RSF-1, 2, 3 Residential, Single Family

96 RSF/MH-1, 2, 3 Residential, (Mixed) Single Family/Mobile Home

97 RMH-1, 2, 3 Residential, Mobile Home

98 Where the phrases "all residential districts", "residential district", "zoned  
99 residentially", "residentially zoned", "zoned for residential purposes" or  
100 phraseology of similar intent are used in these land development regulations, the  
101 phrases shall be construed to include the following districts:

102 RSF-1, 2, 3 Residential, Single Family

103 RSF/MH-1, 2, 3 Residential, (Mixed) Single Family/Mobile Home

104 RMH-1, 2, 3 Residential, Mobile Home  
105 RMH-P Residential, Mobile Home Park  
106 RMF-1, 2 Residential, Multiple Family  
107 RO Residential, Office

108 Where the phrases "commercial districts", "zoned commercially", "commercially  
109 zoned", "commercial zoning", or phraseology of similar intent are used in these land  
110 development regulations, the phraseology shall be construed to include the  
111 following districts:

112 CN Commercial, Neighborhood  
113 CG Commercial, General  
114 CI Commercial, Intensive  
115 C-CBD Commercial, Central Business District  
116 CHI Commercial, Highway Interchange

117 Where the phrases "industrial districts", "zoned industrially", "industrially zoned",  
118 "industrial zoned", or phraseology of similar intent, are used in these land  
119 development regulations, the phraseology shall be construed to include the  
120 following districts:

121 ILW Industrial, Light and Warehousing  
122 I Industrial

123 Where the phrases "planned residential development", "zoned for planned  
124 residential development" or phrases of similar intent are used in these land  
125 development regulations, the phrases shall be construed to include the following  
126 districts:

127 PRD Planned Residential Development

128 **Where the phrases "mixed use district", "zoned mixed use", "mixed use zoned",  
129 or phraseology of similar intent, are used in these land development regulations,  
130 the phraseology shall be construed to include the following districts:**

131 **MU Mixed-Use**

132 3. Pursuant to an application, LDR 25-03, by the Growth Management Department of the City  
133 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.1.9  
134 entitled Zoning Districts, Mixed-Use is hereby added to read, as follows:

135 **SECTION 4.19 "MU" MIXED-USE**

136 **4.19.1 DISTRICTS AND INTENT**

137 The Mixed District consists of two (2) zoning districts; MU-1,  
138 Residential/Commercial and MU-2, Residential/Industrial. MU-1 Zoning is to  
139 allow for the development of an integrated mix of commercial and residential  
140 uses. MU-2 Zoning District is to allow for the development of an integrated mix  
141 of industrial and residential. The intent is to create a vibrant, walkable, and  
142 bikeable community with a mix of uses and housing types. Mixed Use Zoning  
143 Districts shall be located on arterial or collector streets and where central water  
144 and wastewater facilities are available or planned to be available and adequate  
145 capacity is available.

#### 4.19.2 PERMITTED PRINCIPAL USES AND STRUCTURES

PRINCIPAL USE	MU-1	MU-2
<b>RESIDENTIAL</b>		
<u>Single Family Dwellings</u>	<u>P</u>	<u>P</u>
<u>Duplex</u>	<u>P</u>	<u>P</u>
<u>Multi-family dwelling</u>	<u>P</u>	<u>P</u>
<u>Accessory dwelling unit</u>	<u>A</u>	<u>A</u>
<u>Townhomes</u>	<u>P</u>	<u>P</u>
<b>NONRESIDENTIAL</b>		
<u>Alcoholic beverage establishment</u>	<u>P</u>	<u>P</u>
<u>Amusement or assembly places with/without fixed seating</u>	<u>P</u>	<u>P</u>
<u>Adult care center</u>	<u>SE</u>	<u>SE</u>
<u>Auto self-service stations (See Section 4.2)</u>	<u>P</u>	<u>P</u>
<u>Auto service stations (See Section 4.2)</u>	<u>SE</u>	<u>P</u>
<u>Banks and financial institutions</u>	<u>P</u>	<u>P</u>
<u>Bed and breakfast establishment</u>	<u>P</u>	<u>P</u>
<u>Bus or transportation terminals and parcel delivery terminals</u>	<u>SE</u>	<u>SE</u>
<u>Carwash</u>	<u>SE</u>	<u>P</u>
<u>Churches and other houses of worship</u>	<u>P</u>	<u>P</u>
<u>Clubs, lodges, or fraternities</u>	<u>P</u>	<u>P</u>
<u>Dry cleaning and laundry package plants in completely enclosed buildings using nonflammable liquids such as perchloroethylene and with no odor, fumes, or steam detectable to normal senses from off the premises.</u>	<u>P</u>	<u>P</u>
<u>Day care center</u>	<u>SE</u>	<u>SE</u>
<u>Food truck court</u>	<u>P</u>	<u>P</u>

<u>Hotel or motel</u>	<u>P</u>	<u>P</u>
<u>Manufacturing activities in a completely enclosed building</u>		<u>P</u>
<u>Medical, dental, optical offices or similar uses</u>	<u>P</u>	<u>P</u>
<u>Microbrewery or similar uses</u>	<u>SE</u>	<u>P</u>
<u>Mini-Warehouses</u>	<u>SE</u>	<u>P</u>
<u>Museum or art gallery</u>	<u>P</u>	<u>P</u>
<u>Newspaper office</u>	<u>P</u>	<u>P</u>
<u>On-site signs (see Section 4.2)</u>	<u>A</u>	<u>A</u>
<u>Outdoor storage (principal use)</u>		<u>SE</u>
<u>Parking garage or surface parking (principal use)</u>	<u>P</u>	<u>P</u>
<u>Professional, business, or technical schools</u>	<u>P</u>	<u>P</u>
<u>Professional or business offices</u>	<u>P</u>	<u>P</u>
<u>Public buildings and facilities</u>	<u>P</u>	<u>P</u>
<u>Recreation facilities, indoor</u>	<u>P</u>	<u>P</u>
<u>Recreation facilities, outdoor</u>	<u>SE</u>	<u>P</u>
<u>Rental of automotive vehicles, trailers and trucks</u>	<u>SE</u>	<u>P</u>
<u>Rental of equipment, excluding heavy equipment</u>	<u>P</u>	<u>P</u>
<u>Rental of equipment and heavy equipment</u>		<u>P</u>
<u>Restaurant</u>	<u>P</u>	<u>P</u>
<u>Retail Establishments with outdoor storage or displays</u>	<u>SE</u>	<u>P</u>
<u>Retail Establishments without outdoor storage or displays</u>	<u>P</u>	<u>P</u>
<u>Truck or bus terminal or maintenance facility</u>		<u>P</u>
<u>Truck stop</u>		<u>SE</u>
<u>Vehicle repair</u>		<u>SE</u>
<u>Vehicle sales, new</u>	<u>P</u>	<u>P</u>
<u>Vehicle sales, used</u>		<u>P</u>
<u>Veterinary services</u>	<u>P</u>	<u>P</u>
<u>Warehouse, wholesale, storage or distribution facility in a completely enclosed building</u>		<u>P</u>

LEGEND:

P = Permitted by right; SE = Special exception; A = Accessory; Blank = Use not allowed.

NOTES:

1. Site and development plan approval (see Article 13) is required for all commercial developments.
2. Use and structures that are customarily accessory and clearly incidental and subordinate to the permitted uses and structures are permitted with Land Development Regulations Administrator approval.

155        3. Unless otherwise specified, the above uses are subject to the following  
156        limitations:  
157        a. Sale, display, preparation, and storage to be conducted within a  
158        completely enclosed building, and no more than thirty (30) percent of floor  
159        space to be devoted to storage;  
160        b. Products to be sold only at retail.

161        **4.19.3 DIMENSIONAL STANDARDS**

	<u>MU-1</u>	<u>MU-2</u>
<b><u>DENSITY/INTENSITY</u></b>		
<u>Residential density (max dwelling units per acre)</u>	<u>40</u>	<u>40</u>
<b><u>LOT STANDARDS</u></b>		
<u>Minimum lot area, residential single family (sq. ft.)</u>	<u>3,600</u>	<u>3,600</u>
<u>Minimum lot area, residential non single family (sq. ft.)</u>	<u>7,200</u>	<u>7,200</u>
<u>Minimum lot area, non-residential (sq. ft.)</u>	<u>None</u>	<u>None</u>
<u>Minimum lot width, residential single family (ft.)</u>	<u>40</u>	<u>40</u>
<u>Minimum lot width, residential non single family (ft.)</u>	<u>80</u>	<u>80</u>
<u>Minimum lot width, non-residential (ft.)</u>	<u>None</u>	<u>None</u>
<u>Minimum lot depth, residential single family (ft.)</u>	<u>90</u>	<u>90</u>
<u>Minimum lot depth, residential non single family (ft.)</u>	<u>90</u>	<u>90</u>
<u>Minimum lot depth, non-residential (ft.)</u>	<u>None</u>	<u>None</u>
<b><u>SETBACKS (ft.)</u></b>		
<b><u>RESIDENTIAL SINGLE FAMILY</u></b>		
<u>Front</u>	<u>20</u>	<u>20</u>
<u>Side</u>	<u>5</u>	<u>5</u>
<u>Rear</u>	<u>15</u>	<u>15</u>
<b><u>RESIDENTIAL NON-SINGLE FAMILY</u></b>		
<u>Front, duplex</u>	<u>20</u>	<u>20</u>
<u>Front, multi-family dwelling</u>	<u>30</u>	<u>30</u>
<u>Side, duplex</u>	<u>10</u>	<u>10</u>
<u>Side, multi-family dwelling</u>	<u>30</u>	<u>30</u>

<u>Rear, duplex</u>	<u>15</u>	<u>15</u>	162
<u>Rear, multi-family dwelling</u>	<u>20</u>	<u>20</u>	
<b><u>NON-RESIDENTIAL</u></b>			
<u>Front</u>	<u>20</u>	<u>20</u>	
<u>Side</u>	<u>10</u>	<u>10</u>	
<u>Rear</u>	<u>15</u>	<u>15</u>	
<b><u>MAXIMUM BUILDING HEIGHT (stories)</u></b>			
<u>Residential Single Family and Duplex</u>	<u>3</u>	<u>3</u>	
<u>Residential Non-Single Family or Duplex</u>	<u>7</u>	<u>7</u>	
<u>Non-residential</u>	<u>7</u>	<u>7</u>	

163

NOTES:

164

1. Lots that existed on April 1, 1996, as part of a recorded subdivision in the City are exempt from minimum density requirements or minimum lot standards.
2. Developments within this zoning district shall be located along arterial or collector roadways.

168

#### **4.19.4 DESIGN STANDARDS**

169

**Building Orientation: The main entrance of buildings or units shall be located on the first floor on the primary street.**

171

**Building Exterior: Exterior materials must be durable and weather-resistant and must be applied and maintained in accordance with the manufacturer's specifications or installation instructions. All multi-family structures or non-residential structures shall have a mix on the following material on all sides that faces a street and the sides of the structures:**

176

1. Brick masonry; stone masonry; cast stone masonry; precast concrete-architectural finish; concrete-architectural finish; glass wall system; metal panel; or
2. Stucco; fiber cement panel; fiber cement lap siding; manufactured stone; wood; or
3. Concrete masonry unit-architectural finish; concrete masonry unit-unfinished; precast concrete-unfinished; concrete-unfinished; wood composite lap siding; exterior insulation finishing systems (EIFS); synthetic stucco.

184

**Landscape:**

185

1. Parking lots shall be landscaped per Section 4.2.15.10 of these land development regulations.

---

187        2. All horizontal mixed-use developments shall have a ten (10) foot landscape  
188        buffer between all residential and commercial uses.

189        3. All non-residential developments shall have a ten (10) foot landscape buffer  
190        between any abutting street and the development.

191        4. All residential and non-residential development within mixed use development  
192        shall have a street scape plan submitted with the development plan. The street  
193        scape plan shall, at a minimum, have the following;

194        a. Have a mix of trees, shrubs, and grass or mulched areas.

195        b. A plant schedule shall be provided showing the botanical name, size,  
196        spacing and number of all required plant materials.

197        c. Architectural symbols depicting trees and plants to be installed.

198        5. Landscape areas that are not planted shall be grassed or mulched with organic  
199        materials. Grassed areas shall be planted with sod.

200        6. When a landscaped area is adjacent to or within a vehicular use area, curbing  
201        shall be used to protect landscaped areas from encroachment. Parking spaces  
202        shall be designed to provide pervious surface for the vehicle overhang area.  
203        Shrubs and trees shall be placed away from the wheel stop, so that they will not  
204        be encroached upon by vehicles. In lieu of curbing, the alternative means of  
205        preventing encroachment shall be shown on the site plan.

206        7. Any landscaped area adjacent to an intersection or driveway shall conform to  
207        the requirements for the visibility triangle contained in these land development  
208        regulations, see Section 4.2.

209        8. All landscape buffers shall be in accordance with Section 4.2.11 of these land  
210        development regulations.

211        Parking: See Section 4.2.15 for parking requirements. Land Development Regulations  
212        Administrator may approval a parking reduction if the following are conditions are  
213        met:

214        1. A parking study is provided showing that less parking is required; and

215        2. Applicant provides a park once environment plan.

216        Note: All non-residential parking lots shall provide a well-defined bicycle parking area.

217        Sidewalks:

218        1. All developments, unless provided otherwise in this chapter, shall provide  
219        sidewalks along all street frontage. All developments shall provide pedestrian

220                    connections from the public sidewalk to the principal building. Entrance  
221                    sidewalks shall be a minimum of five (5) feet of clear width.

222                    2. Minimum sidewalk widths: All developments shall have a five (5) foot sidewalk  
223                    on both sides of the road or a seven (7) foot sidewalk on one (1) side as a shared  
224                    use path.

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

228                    5. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the  
229                    extent of such conflict.

230                    6. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold**  
231                    and **underline** is adopted.

232                    7. Effective Date. This Ordinance shall become effective upon adoption.

233                    8. Authority. This Ordinance is adopted pursuant to the authority granted by Section 166.021,  
234                    Florida Statutes, as amended, and Sections 163.3161, through 163.3248, Florida Statutes, as  
235                    amended.

236                    **PASSED UPON FIRST READING** on the \_\_\_\_ day of January 2026.

237                    **APPROVED AND ADOPTED UPON SECOND AND FINAL READING**, in regular session with a  
238                    quorum present and voting, by the City Council this \_\_\_\_ day of January 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

Proposed ordinance's title/reference:

Ordinance 2026-2347- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-03, BY THE GROWTH MANAGEMENT DEPARTMENT OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDING SECTION 4.1.1 ENTITLED ZONING DISTRICTS, ESTABLISHMENT OF DISTRICTS BY ADDING A "MU" MIXED-USE ZONING DISTRICT; PROVIDING FOR AMENDING SECTION 4.1.6 ENTITLED ZONING DISTRICTS, DEFINITIONS OF GROUPINGS OF VARIOUS DISTRICTS BY ADDING A DEFINITION OF MIXED-USE; PROVIDING FOR ADDING SECTION 4.19 ENTITLED ZONING DISTRICTS, MIXED-USE ZONING DISTRICT; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

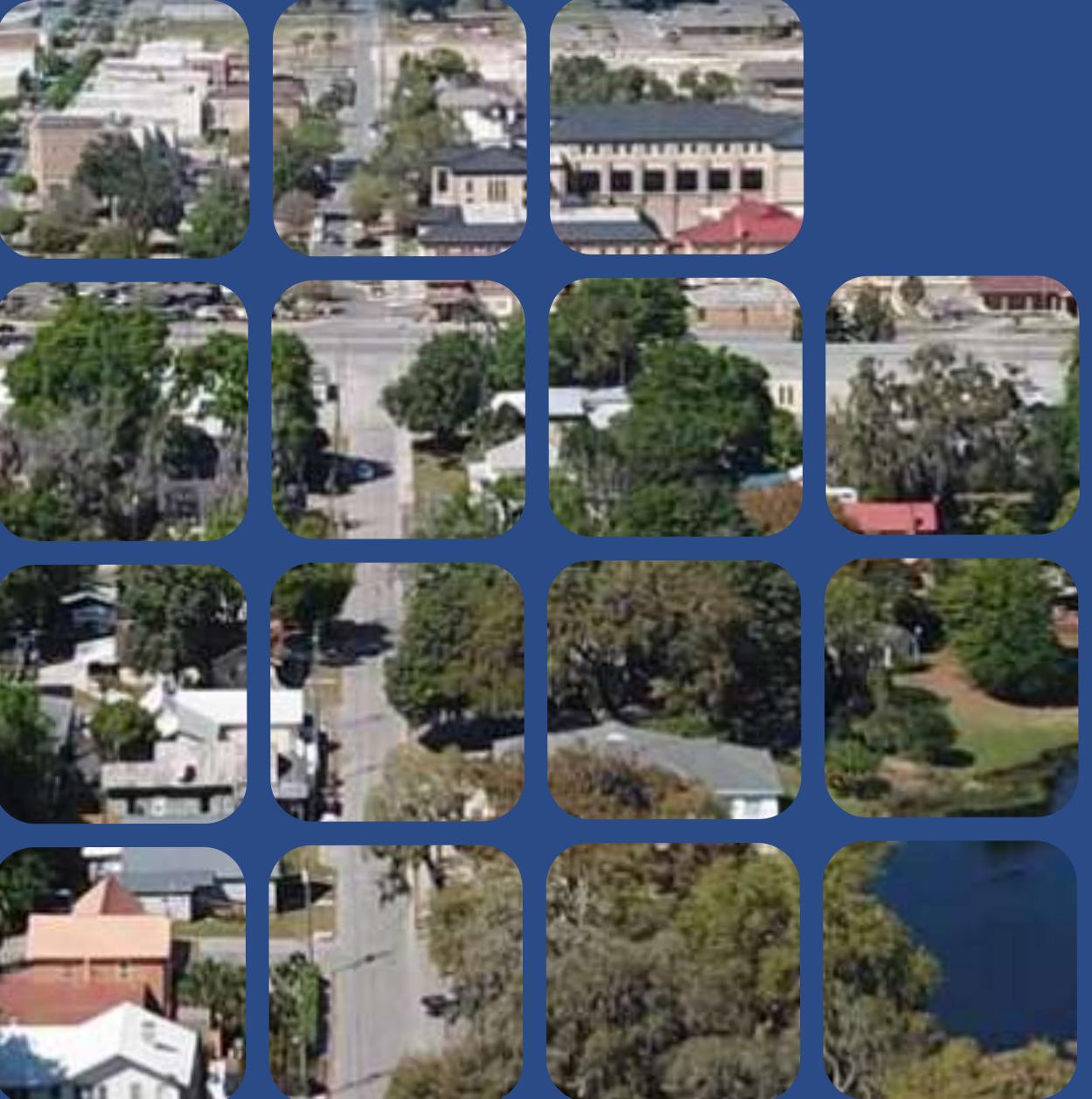
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<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

**File Attachments for Item:**

5. City Council Ordinance No. 2026-2348 (final reading) - An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 25-04, by the Growth Management Department of the City of Lake City, Florida; providing for amending Section 4.9.8 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures, Section 4.10.8 entitled "RO" Residential/Office, Maximum Height of Structures and Section 4.14.8 entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures by limiting the height of Single Family Dwellings and Duplex Dwellings to 35 feet and all other structures to 85 feet; providing for amending Section 4.12.8 entitled "CG" Commercial, General, Maximum of Height of Structures, Section 4.13.8 entitled "CI" Commercial, Intensive, Maximum Height of Structures, Section 4.15.8 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures, Section 4.16.8 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures, and Section 4.17.8 entitled "I" Industrial, Maximum Height of Structures, by limiting the height of structures to 85 feet; providing for amending Section 4.15.6 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirement by deleting the Minimum Area and Width Requirements; providing for amending Section 15.7 entitled "CHI" Commercial, Highway Interchange, Minimum Lot Yard Requirement by reducing the Front Yard Requirement from 30 feet to 20 feet and by deleting the Side and Rear Yard Requirements; providing for severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading on 1/5/2026



# BUILDING HEIGHT TEXT AMENDMENT (LDR 25-04)

PRESENTED BY  
ROBERT ANGELO



# Introduction

Current building height for all residential and commercial districts is 35 feet. This was adopted in 2008.

# Key Changes

- We worked with the Building Official and Fire Chief to see what height the fire department can safely operate at with current equipment.
- In the RMF, RO, and C-CBD zoning districts recommend 85 feet unless a development is contiguous to a residential single family zoning district. If they are contiguous to a residential single family zoning district then will not be able to exceed 35 feet without providing screening or buffer approved by the LDR Administrator.
- In CG, CI, CHI, ILW, and I we are recommending 85 feet.



**WHY IS THIS IMPORTANT TO LAKE CITY-** There are numerous buildings in Lake City that exceed this height and are currently non-conforming. We want to update our LDR to be consistent with other jurisdictions and to try to make as many of our structures conforming.

**Other Jurisdictions building height**

Columbia County- 70 feet.

Gainesville- 14 stories in special districts. 8 stories in all other non-residential areas.

St Augustine- 60 feet.



# Staff Recommendation

- Staff's recommendation is to approve LDR 25-04.

# QUESTIONS?



# ORDINANCE NO. 2026-2348

## CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT  
2 OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS  
3 AMENDED, PURSUANT TO AN APPLICATION, LDR 25-04, BY THE GROWTH  
4 MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA;  
5 PROVIDING FOR AMENDING SECTION 4.9.8 ENTITLED "RMF" RESIDENTIAL,  
6 MULTIPLE FAMILY, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.10.8  
7 ENTITLED "RO" RESIDENTIAL/OFFICE, MAXIMUM HEIGHT OF STRUCTURES  
8 AND SECTION 4.14.8 ENTITLED "C-CBD" COMMERCIAL, CENTRAL BUSINESS  
9 DISTRICT, MAXIMUM HEIGHT OF STRUCTURES BY LIMITING THE HEIGHT OF  
10 SINGLE FAMILY DWELLINGS AND DUPLEX DWELLINGS TO 35 FEET AND ALL  
11 OTHER STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING SECTION 4.12.8  
12 ENTITLED "CG" COMMERCIAL, GENERAL, MAXIMUM HEIGHT OF  
13 STRUCTURES, SECTION 4.13.8 ENTITLED "CI" COMMERCIAL, INTENSIVE,  
14 MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.15.8 ENTITLED "CHI"  
15 COMMERCIAL, HIGHWAY INTERCHANGE, MAXIMUM HEIGHT OF  
16 STRUCTURES, SECTION 4.16.8 ENTITLED "ILW" INDUSTRIAL, LIGHT AND  
17 WAREHOUSING, MAXIMUM HEIGHT OF STRUCTURES, AND SECTION 4.17.8  
18 ENTITLED "I" INDUSTRIAL, MAXIMUM HEIGHT OF STRUCTURES, BY LIMITING  
19 THE HEIGHT OF STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING  
20 SECTION 4.15.6 ENTITLED "CHI" COMMERCIAL, HIGHWAY INTERCHANGE,  
21 MINIMUM LOT REQUIREMENT BY DELETING THE MINIMUM AREA AND  
22 WIDTH REQUIREMENTS; PROVIDING FOR AMENDING SECTION 15.7 ENTITLED  
23 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE, MINIMUM LOT YARD  
24 REQUIREMENT BY REDUCING THE FRONT YARD REQUIREMENT FROM 30 FEET  
25 TO 20 FEET AND BY DELETING THE SIDE AND REAR YARD REQUIREMENTS;  
26 PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT;  
27 PROVIDING AN EFFECTIVE DATE

28 **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
29 of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce  
30 land development regulations; and

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

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

35 **WHEREAS**, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as  
36 the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of  
37 Lake City, Florida, hereinafter referred to as the Local Planning Agency; and

38 **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land  
39 Development Regulations, the Planning and Zoning Board, serving also as the Local Planning  
40 Agency, held the required public hearing, with public notice having been provided, on said  
41 application for an amendment, as described below, and at said public hearing, the Planning and  
42 Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments  
43 received during said public hearing concerning said application for an amendment, as described  
44 below, and recommended to the City Council approval of said application for an amendment, as  
45 described below; and

46 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
47 required public hearings, with public notice having been provided, on said application for an  
48 amendment, as described below, and at said public hearings, the City Council reviewed and  
49 considered all comments received during said public hearings, including the recommendation of  
50 the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for  
51 an amendment, as described below; and

52 **WHEREAS**, the City Council has determined and found that a need and justification exist for the  
53 approval of said application for an amendment, as described below; and

54 **WHEREAS**, the City Council has determined and found that approval of said application for an  
55 amendment, as described below, is consistent with the purposes and objectives of the  
56 comprehensive planning program and the Comprehensive Plan; and

57 **WHEREAS**, the City Council has determined and found that approval of said application for an  
58 amendment, as described below, will further the purposes of the Land Development Regulations  
59 and other ordinances, regulations and actions designed to implement the Comprehensive Plan;  
60 and

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

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

65 1. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
66 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.9.8  
67 entitled "RMF" Residential, Multiple Family, Maximum Height of Structures: No Portion Shall  
68 Exceed is hereby amended to read, as follows:

69 SECTION 4.9 "RMF" RESIDENTIAL, MULTIPLE FAMILY

70 4.9.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
71 Section 4.2 for exceptions)

72 **35 feet**

73 a. **Single Family Dwellings**  
74 **and Duplex Dwellings** **Thirty-five (35) feet**

75                   b. All other structures                   Eighty-five (85) feet unless development is  
76                   contiguous to a single-family zoning district,  
77                   then structures shall not exceed thirty-five  
78                   (35) feet in height unless a buffer or  
79                   screening is provided and approved by the  
80                   Land Development Regulations  
81                   Administrator.

82       2. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
83       of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.10.8  
84       entitled "RO" Residential/Office, Maximum Height of Structures: No Portion Shall Exceed is  
85       hereby amended to read, as follows:

86                   SECTION 4.10 "RO" RESIDENTIAL/OFFICE

87       4.10.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
88       Section 4.2 for exceptions)

89                   35 feet

90       a. Single Family Dwellings                   Thirty-five (35) feet  
91                   and Duplex Dwellings

92       b. All other structures                   Eighty-five (85) feet unless development is  
93                   contiguous to a single-family zoning district,  
94                   then structures shall not exceed thirty-five  
95                   (35) feet in height unless a buffer or  
96                   screening is provided and approved by the  
97                   Land Development Regulations  
98                   Administrator.

99       3. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
100       of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.12.8  
101       entitled "CG" Commercial, General, Maximum Height of Structures: No Portion Shall Exceed is hereby  
102       amended to read, as follows:

103                   SECTION 4.12       "CG" COMMERCIAL, GENERAL

104       4.12.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
105       Section 4.2 for exceptions)

106                   35Eighty-five (85)-feet

107       4. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
108       of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.13.8  
109       entitled "CI" Commercial, Intensive, Maximum Height of Structures: No Portion Shall Exceed is hereby  
110       amended to read, as follows:

111                   SECTION 4.13       "CI" COMMERCIAL, INTENSIVE

4.13.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
Section 4.2 for exceptions)

**35Eighty-five (85)-feet**

5. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.14.8  
entitled "C-CBD" Commercial, Central Business District, Maximum Height of Structures: No Portion  
Shall Exceed is hereby amended to read, as follows:

**SECTION 4.14 "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT**

4.14.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
Section 4.2 for exceptions)

**35feet**

a. Single Family Dwellings **Thirty-five (35) feet**  
and Duplex Dwellings

b. All other structures **Eighty-five (85) feet unless development is**  
**contiguous to a single-family zoning district,**  
**then structures shall not exceed thirty-five**  
**(35) feet in height unless a buffer or screening**  
**is provided and approved by the Land**  
**Development Regulations Administrator.**

6. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.6  
entitled "CHI" Commercial, Highway Interchange, Minimum Lot Requirements is hereby amended to  
read, as follows:

**SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE**

4.15.6 MINIMUM LOT REQUIREMENTS (area, width)

1. All permitted uses (unless otherwise specified):

Minimum site area **1 acre None**  
Minimum lot width **200 feet None**

7. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.7  
entitled "CHI" Commercial, Highway Interchange, Minimum Yard Requirements is hereby amended  
to read, as follows:

**SECTION 4.15 "CHI" COMMERCIAL, HIGHWAY INTERCHANGE**

4.15.7 MINIMUM YARD REQUIREMENTS (depth of front and rear yard, width of side  
yards)

147 1. All permitted uses (unless otherwise specified):

148      Front    ~~30 feet~~ 20 feet

149      Side    ~~30 feet~~ None, except where a side yard is provided, then a side  
150                yard of at least five (5) feet must be provided.

151      Rear    ~~30 feet~~

152 8. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
153 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.15.8  
154 entitled "CHI" Commercial, Highway Interchange, Maximum Height of Structures: No Portion Shall  
155 Exceed is hereby amended to read, as follows:

156      SECTION 4.15    "CHI" COMMERCIAL, HIGHWAY INTERCHANGE

157      4.15.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
158                Section 4.2 for exceptions)

159                ~~35~~Eighty-five (85)-feet

160 9. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
161 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.16.8  
162 entitled "ILW" Industrial, Light and Warehousing, Maximum Height of Structures: No Portion Shall  
163 Exceed is hereby amended to read, as follows:

164      SECTION 4.16    "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING

165      4.16.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
166                Section 4.2 for exceptions)

167                Except as varied by the Board of Adjustment, the maximum height of structures  
168                in this zoning district shall be ~~sixty-five (65)~~Eighty-five (85)-feet.

169 10. Pursuant to an application, LDR 25-04, by the Growth Management Department of the City  
170 of Lake City, Florida, to amend the text of the Land Development Regulations, Section 4.17.8  
171 entitled "I" Industrial, Maximum Height of Structures: No Portion Shall Exceed is hereby amended to  
172 read, as follows:

173      SECTION 4.17    "I" INDUSTRIAL

174      4.17.8 MAXIMUM HEIGHT OF STRUCTURES: NO PORTION SHALL EXCEED: (See also  
175                Section 4.2 for exceptions)

176                Except as varied by the Board of Adjustment, the maximum height of structures  
177                in this zoning district shall be ~~sixty-five (65)~~Eighty-five (85)-feet.

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

181 12. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the

182 extent of such conflict.

183 13. Codifier. All text shown in ~~bold and strike through~~ is to be deleted. All text shown in **bold and underline** is adopted.

185 14. Effective Date. This Ordinance shall become effective upon adoption.

186 15. Authority. This Ordinance is adopted pursuant to the authority granted by Section 166.021,  
187 Florida Statutes, as amended, and Sections 163.3161, through 163.3248, Florida Statutes, as  
188 amended.

189 **PASSED UPON FIRST READING** on the \_\_\_\_ day of January 2026.

190 **APPROVED AND ADOPTED UPON SECOND AND FINAL READING**, in regular session with a  
191 quorum present and voting, by the City Council this \_\_\_\_ day of January 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

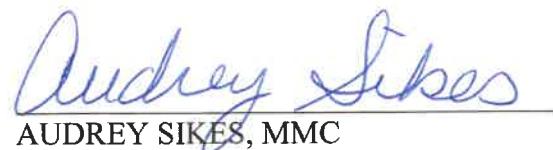
Ordinance Number: 2026-2348  
Passed on first reading on January 5, 2026

**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

Proposed ordinance's title/reference:

Ordinance 2026-2348- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 25-04, BY THE GROWTH MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR AMENDING SECTION 4.9.8 ENTITLED "RMF" RESIDENTIAL, MULTIPLE FAMILY, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.10.8 ENTITLED "RO" RESIDENTIAL/OFFICE, MAXIMUM HEIGHT OF STRUCTURES AND SECTION 4.14.8 ENTITLED "C-CBD" COMMERCIAL, CENTRAL BUSINESS DISTRICT, MAXIMUM HEIGHT OF STRUCTURES BY LIMITING THE HEIGHT OF SINGLE FAMILY DWELLINGS AND DUPLEX DWELLINGS TO 35 FEET AND ALL OTHER STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING SECTION 4.12.8 ENTITLED "CG" COMMERCIAL, GENERAL, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.13.8 ENTITLED "CI" COMMERCIAL, INTENSIVE, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.15.8 ENTITLED "CHI" COMMERCIAL, HIGHWAY INTERCHANGE, MAXIMUM HEIGHT OF STRUCTURES, SECTION 4.16.8 ENTITLED "ILW" INDUSTRIAL, LIGHT AND WAREHOUSING, MAXIMUM HEIGHT OF STRUCTURES, AND SECTION 4.17.8 ENTITLED "I" INDUSTRIAL, MAXIMUM HEIGHT OF STRUCTURES, BY LIMITING THE HEIGHT OF STRUCTURES TO 85 FEET; PROVIDING FOR AMENDING SECTION 4.15.6 ENTITLED "CHI" COMMERCIAL, HIGHWAY INTERCHANGE, MINIMUM LOT REQUIREMENT BY DELETING THE MINIMUM AREA AND WIDTH REQUIREMENTS; PROVIDING FOR AMENDING SECTION 15.7 ENTITLED "CHI" COMMERCIAL, HIGHWAY INTERCHANGE, MINIMUM LOT YARD REQUIREMENT BY REDUCING THE FRONT YARD REQUIREMENT FROM 30 FEET TO 20 FEET AND BY DELETING THE SIDE AND REAR YARD REQUIREMENTS; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

---

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

**File Attachments for Item:**

6. City Council Resolution No. 2026-012 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and AVI-SPL, LLC, a Florida Limited Liability Company, for audio visual equipment and related professional services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

This resolution was tabled on January 20, 2026, to the February 2, 2026 meeting

MEETING DATE

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** AVI-SPL Audio Visual Equipment, Accessories, and Services  
(Piggyback - Omnia Partners)

**DEPT / OFFICE:** Information Technology Department

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Jason Dumas	<b>Date</b> 12/18/2025
<b>Recommended Action:</b> Approve a piggyback contract for the City Council Chambers upgrade offered by AVI-SPL.		
<b>Summary Explanation &amp; Background:</b> Omnia Partners allows local government to piggyback off contract for Audio Visual Solutions and Services. The contract was awarded to AVI-SPL, LLC. The term of this contract is in effect from October 1, 2025 until September 30, 2028. This contract will be used to upgrade the Council Chambers.		
<b>Alternatives:</b> Decline to piggyback.		
<b>Source of Funds:</b> 001.10.519-060.64 (Budgeted line item for FY2026) Monitor/Screen: 10,000.00 Wireless Mics: 32,000.00		
<b>Financial Impact:</b> 42,329.11		
<b>Exhibits Attached:</b> Piggyback Contract (AVI-SPL), Quote		

## RESOLUTION NO 2026 - 012

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AVI-SPL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AUDIO VISUAL EQUIPMENT AND RELATED PROFESSIONAL SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

**WHEREAS**, the City has a need for audio visual equipment and related professional services (the "Products and Services"); and

**WHEREAS**; the Board of Directors of the State of Texas Region 4 Education Service Center ("TX Region 4") negotiated a contract with AVI-SPL, LLC, a Florida limited liability company (the "Vendor") to supply the Products and Services pursuant to its Request for Proposal Number 20-14 (the "TX-RFP"); and

**WHEREAS**, the TX-RFP and its resulting contract with the Vendor were adopted by the purchasing cooperative Omnia Partners, LLC, a Delaware limited liability company, (the "Cooperative"), making the TX-RFP available to the City as an eligible competitive procurement process upon which the City may rely; and

**WHEREAS**, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products and Services by the TX-RFP; and

**WHEREAS**, the Vendor desires to enter into a contract with the City to provide to the City the Products and Services on such terms and conditions as the Vendor has contracted with TX Region 4; and

**WHEREAS**, the City similarly desires to enter into such a contract with the Vendor, including its associated addenda and riders, in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, engaging the Vendor's services is in the public interest and in the interests of the

City; now therefore

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

1. Engaging the Vendor to provide the products in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of January, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

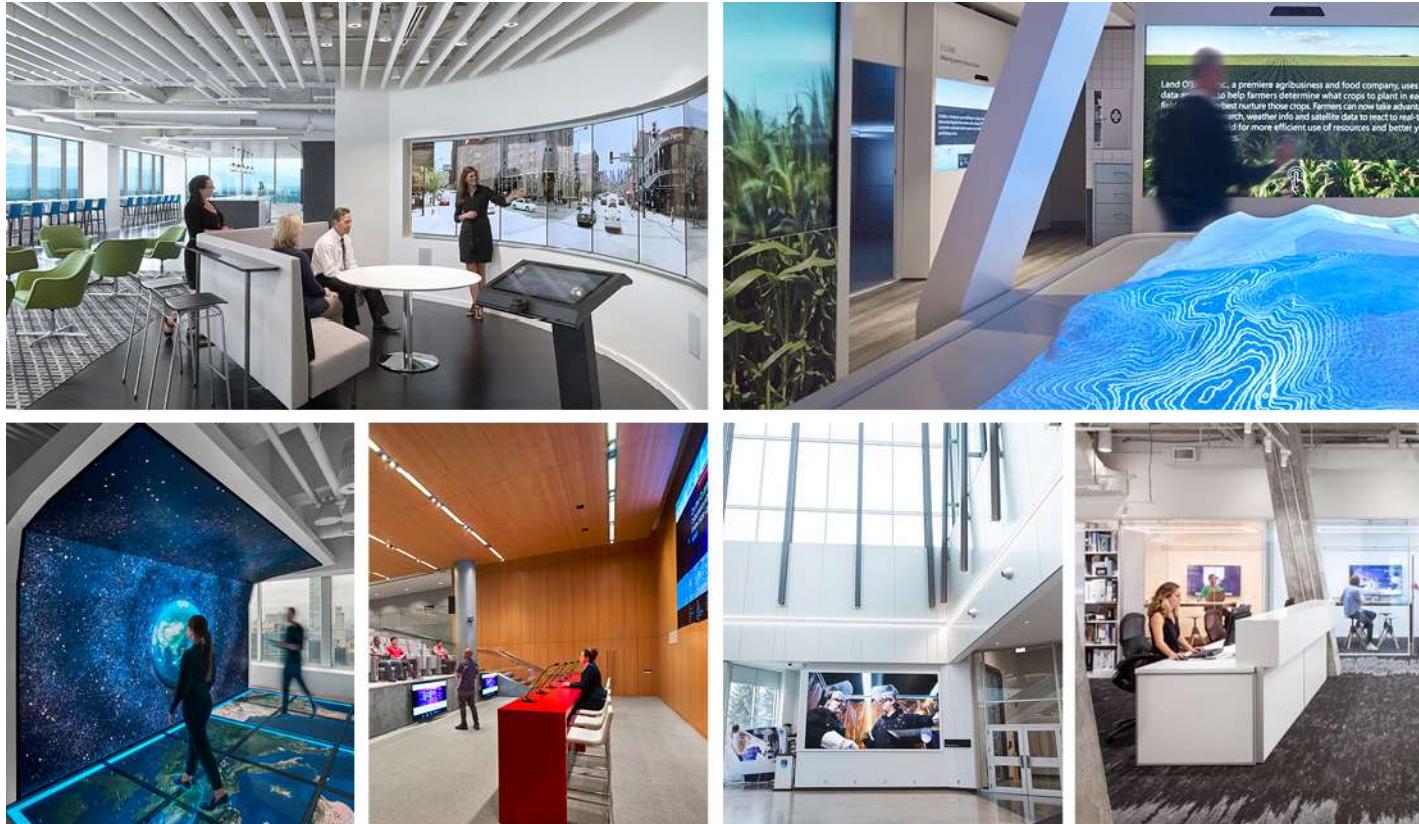
---

Clay Martin, City Attorney

Proposal Prepared For

# City of Lake City

## City of Lake City Combined upgrades



9143 Philips Hwy  
Suite 350  
Jacksonville, FL 32256  
(904) 281-2714  
Fax: (904) 281-2716  
[www.avispl.com](http://www.avispl.com)

**Prepared by:** Ron Cassette  
[Ron.Cassette@avispl.com](mailto:Ron.Cassette@avispl.com)  
**Proposal no:** 494912-4

## Investment Summary

Prepared For:	<b>Phil Adler</b>
---------------	-------------------

**City of Lake City**  
**205 n marion Ave**  
**Lake City, FL 32055-3918**

Prepared By:	<b>Ron Cassette</b>
Date Prepared:	<b>01/08/2026</b>
Proposal #:	<b>494912-4</b>
Valid Until:	<b>02/08/2026</b>

<b>Total Equipment Cost</b>	<b>\$26,657.02</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$12,342.12</b>
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

<b>Direct Costs</b>	<b>\$853.95</b>
---------------------	-----------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$1,311.34</b>
-------------------------------------	-------------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$1,164.68</b>
--	-------------------

Includes post-installation support and maintenance options selected for installed rooms

<b>Subtotal</b>	<b>\$42,329.11</b>
<b>Tax</b>	<b>Exempt (*)</b>
<b>Total</b>	<b>\$42,329.11</b>

\* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

### Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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## Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) attached hereto and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

### Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

### Buyer Acceptance

Buyer Legal Entity

\_\_\_\_\_  
Buyer Authorized Signature

\_\_\_\_\_  
Buyer Authorized Signatory Title

\_\_\_\_\_  
Buyer Authorized Signatory Name

\_\_\_\_\_  
Date

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## Room Summary - Council Chamber

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<b><u>PROJECTION SYSTEM UPGRADE</u></b>			
DRAPER SHADE & SCREEN	DRAACUMENRCVTX	ACUMEN V TECHVISION WITH RECHARGEABLE BATTERY MSRP \$4484 CONTRACT PRICE \$3497	1	\$3,020.00	\$3,020.00
NEC TECHNOLOGIES	NECNPP627UL	PROJECTOR, WUXGA 6200 LUMEN 21LB LASER 3M:1 CONTRAST WHITE MSRP \$4999 CONTRACT PRICE \$4249	1	\$4,009.18	\$4,009.18
CHIEF	CHICMA443	MOUNT, CMA440 & CMS003 MSRP \$206 CONTRACT PRICE \$133	1	\$133.00	\$133.00
CHIEF	CHIRSAUW	MOUNT, UNIVERSAL "MINI RPA" SERIES CEILING - WHITE MSRP \$285 CONTRACT PRICE \$185	1	\$139.52	\$139.52
CHIEF	CHICMS006009W	EXTENSION ADJUST COLUMN 6" - 9" - WHITE MSRP \$98 CONTRACT PRICE \$63	1	\$63.00	\$63.00
		<b><u>DESKTOP MICROPHONE ADDITION</u></b>			
SHURE	SHUMXWAPX8Z10	TRANSCEIVER, 8-CH ACCESS POINT/CHARGER/DSP MSRP \$5088 CONTRACT PRICE \$3816	1	\$3,412.18	\$3,412.18
SHURE	SHUMXW8XZ10	TRANSMITTER, DESKTOP BASE MSRP \$867 CONTRACT PRICE \$650	8	\$581.18	\$4,649.44
SHURE	SHUMX415LPC	MICROPHONE, 15" SHOCK-MOUNTED GOOSENECK, CARDIOID LESS PREAM MSRP \$387 CONTRACT PRICE \$290	8	\$216.82	\$1,734.56
SHURE	SHUMXWNNDX8G	CHARGING STATION, DOCK 8-BAY GOOSENECK MSRP \$1925 CONTRACT PRICE \$1661	1	\$1,290.88	\$1,290.88
		<b><u>LAVALIER MICROPHONE ADDITION</u></b>			
SHURE	SHUMXWAPXD2Z10	TRANSCEIVER, 2-CH ACCESS POINT/CHARGER/DSP MSRP \$1786 CONTRACT PRICE \$1339	1	\$1,118.76	\$1,118.76
SHURE	SHUMXW1XOZ10	TRANSMITTER, BODYPACK W/OMNIDIRECTIONAL MIC	2	\$507.41	\$1,014.82

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		MSRP \$812 CONTRACT PRICE \$609			
SHURE	SHUWL185MBCTQG	CARDIOID LAVALIER MICROPHONE (BLACK) MSRP \$191 CONTRACT PRICE \$143	2	\$119.59	\$239.18
		<b><u>AUDIO ROUTING</u></b>			
QSC	QSCCORE24FBUNDLE	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH MSRP \$5400 CONTRACT PRICE \$4320	1	\$3,811.76	\$3,811.76
QSC	QSCSLDAN32P	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL MSRP \$985 CONTRACT PRICE \$788	1	\$695.29	\$695.29
<b>Subtotal</b>					<b>\$25,331.57</b>

## Room Support and Maintenance

Elite Maintenance Services - Room; 6-months \$1,164.68

<b>Equipment Total</b>	<b>\$25,331.57</b>
<b>Installation Materials</b>	<b>\$1,325.45</b>
<b>Professional Services</b>	<b>\$12,342.12</b>
<b>Direct Costs</b>	<b>\$853.95</b>
<b>General &amp; Administrative</b>	<b>\$1,311.34</b>
<b>Services - Room Support and Maintenance</b>	<b>\$1,164.68</b>
<b>Subtotal</b>	<b>\$42,329.11</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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## AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

### COUNCIL CHAMBER UPGRADE

This is in addition to the previously completed project - 050i-25-00005 - City of Lake City Update Council Chambers

#### Design Narrative

AVI-SPL will modernize the Council Chamber presentation and audio capabilities by upgrading the projection system and expanding speech reinforcement. The existing projector and screen will be replaced with a new high-quality projector and projection screen, installed and aligned for optimal image size and clarity within the constraints of the room. The new projection system will leverage the existing HDMI infrastructure to maintain a familiar user experience while improving visual performance.

AVI-SPL will upgrade the Council Chamber's audio capabilities by expanding speech reinforcement coverage for presenters and participants. The solution includes eight (8) wireless desktop bases with gooseneck microphones and two (2) wireless body packs with lavalier microphones, providing flexibility for both presenters and participants during sessions. These microphones will deliver consistent audio throughout the space and ensure intelligibility for in-room discussions and connected conferencing platforms, seamlessly integrating with the existing audio ecosystem for optimal performance.

\*\* Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. \*\*

#### Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment will be provided and installed by AVI-SPL unless otherwise specified.

#### Projection System – Scope of Work

##### Decommissioning

- The following OFE equipment shall be decommissioned and handed over to the client.
  - Projector screen and all associated mounting hardware.
  - Projector and projector mount and all associated hardware.

##### Installation

- One (1) projector and projector mount shall be installed in place of the decommissioned OFE projector and mount.
  - Projector and projector mount shall be installed in the best available position for alignment with the newly installed projector screen.
- One (1) projector screen shall be installed in place of the decommissioned OFE screen.
  - Screen is to be installed in the best available position for alignment with the newly installed projector.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved.

- Adjustments shall be made to the projector's 4-corner keystone and lens shift abilities to best fit the projected image onto the screen.
  - **(NOTE: The current projector and screen are offset from one another and therefore perfect alignment between the new projector and screen will be difficult)**
- All projector settings shall be configured to provide the greatest possible image size and quality for maximum viewing distance.
  - **(NOTE: The overall image size is limited due to the room size and ceiling height)**
- The current projection system utilizes an HDMI connection at the presenter's desk, sending content over the transmitter/receiver pair to the projector. The new projector shall leverage the existing system's connections to maintain the current functionality and user experience.

#### Validation of Projection System

- A comprehensive validation shall be carried out to ensure that all shared content is displayed correctly and as intended on the newly installed projection system.

#### Projection System Control

- This is a stand-alone projection system, and no control programming shall be implemented or provided.

### Microphone Addition – Scope of Work

#### Installation

- Two (2) wireless body pack transmitters with lavalier/lapel microphones shall be provided for speech reinforcement for presenters to allow hands-free mobility during presentations.
- Eight (8) wireless desktop base transmitters with gooseneck microphones shall be provided for participants to enable speech reinforcement during discussions.
  - The body packs and desktop bases are wireless and shall be positioned by users as needed during use and placed on their respective charging stations when not in use.
- One (1) 2-channel wireless access point transceiver with built-in 2-bay charging station shall be placed in a (TBD) location and connected to the OFE Netgear switch.
- One (1) 8-channel wireless access point transceiver and one (1) networked charging station for the desktop bases shall be placed in a (TBD) location and connected to the OFE Netgear switch.
  - Both wireless access point transceivers shall be fully integrated, enabling communication with the OFE QSC Core processor and full participation in the overall audio ecosystem utilizing the DSP's echo-canceling functionality.
- One (1) QSC Core 24f processor shall be installed as the primary DSP and shall host the unified Q-SYS design to provide dedicated AEC channels for each microphone in the system.
  - The OFE Core 110f shall be configured and placed in IO mode for audio input/output expansion only, without any DSP processing, and shall communicate with the Core 24f as a part of the single unified Q-SYS design.

**(NOTE: A minimum of five (5) network ports must be available on the OFE network switch - four (4) for connecting the wireless access points, networked charging station, and QSC Core, and one (1) reserved for the commissioner to connect a laptop during system commissioning.)**

## Programming/Commissioning

- Network settings for all new wireless microphone transmitters and wireless access point transceivers shall be configured to enable seamless communication and control of all new devices.
- Network switch port configurations, including VLAN assignments and routing, shall be established to support full integration and communication between all QSC Core processors and connected devices within the unified Q-SYS design hosted on the Core 24f.
- All QSC processors and wireless microphone components shall be verified and updated to the latest manufacturer-approved firmware during commissioning to ensure system stability, feature compatibility, and optimal performance.
- The current Q-SYS Core DSP program shall be updated and consolidated into a single unified design hosted on the QSC Core 24f, designated as the primary processor for the system.
- All microphones shall be incorporated into the updated design, with each assigned to a dedicated AEC channel on the Core 24f to ensure optimal clarity and echo cancellation performance during conferencing.
- The OFE Core 110f shall be configured in IO mode for proper audio input/output functionality within the unified design.
- Appropriate gain structure, echo cancellation, and DSP processing shall be applied to maintain clarity and prevent feedback during speech reinforcement.
- A new subpage shall be added to the existing Q-SYS UCI Viewer to provide volume/gain and mute/unmute control allowing efficient adjustments for each individual microphone.
- Programmable buttons on each transmitter shall be configured to perform one of the following functions: mute/unmute, push-to-talk, or push-to-mute, enabling individual mute control at the device level.

## Audio System Control

- Individual volume and mute/unmute control shall be available for each microphone through the Q-SYS UCI Viewer application, allowing precise adjustments per device.
- Device level control shall also be available via the programmable button on each microphone, enabling users to perform the selected mute/un-mute, push-to-talk, or push-to-mute function.

## Validation of Audio System

- A comprehensive validation shall be carried out to confirm proper audio signal routing, microphone functionality, IO operation of the Core 110f, control system responsiveness, and AEC performance operate as intended under live conferencing conditions to ensure clear, echo-free audio and consistent coverage across the speech reinforcement area under typical use scenarios.
  - Validation shall include confirmation of unified system operation on the QSC Core 24f, verification of individual AEC channel assignment for all microphones, and testing of per-microphone control via the Q-SYS UCI Viewer.

## Project Considerations

### AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network.
- Provide and install all new equipment required to support the design of this solution
- Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours.

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## Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL.

These requirements must be provided by the owner or other 3<sup>rd</sup> parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All necessary AV network connections to support the integration of new devices
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.
- The Parties agree that, in the event that a new tariff or a potential increase in an existing tariff is imposed on the products mentioned on this quote, AVI-SPL will be entitled to adjust the price to reflect the increased cost directly attributable to such tariff. AVI-SPL shall provide the Buyer notice as practicable and reasonable of such change.
- Installations are scheduled to occur during standard business hours (Monday to Friday, 8 AM to 4 PM). Any work required outside these hours, including evenings or weekends, will necessitate a change order and incur additional charges

## Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations.

AVI-SPL will design the system to meet the network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, AVI-SPL will connect devices based on the design and requirements to begin verification and integration into the (customer provided) AV network.

## Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

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- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and the wall finishes to be completely installed in the rooms affected by the equipment.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

## Room Environmental Considerations

To maximize the user experience in a conference room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affect the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustic treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

# Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

## Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm\***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



## Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

**Repair/Replacement Facilitation** – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

**Software Updates and Upgrades** – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

**Unlimited Onsite Support** – available Monday through Friday, 8 a.m. - 5 p.m.\*<sup>1</sup>, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

\*Local standard time excluding AVI-SPL holidays.

## Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about \_\_\_\_\_, 20\_\_\_\_.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

### Buyer Acceptance

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Signed Name

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Company Name

---

Printed Name, Title

---

Date

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## General Terms and Conditions

### 1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency, with the Florida-Specific Compliance Rider prevailing over all other addenda in the event of a conflict. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

### 2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

### 3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

### 4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

### 5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees).

### 6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

## **7. Installation and Site Preparation**

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

## **8. Access to Project Site**

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

## **9. Warranty**

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

## **10. Buyer Responsibilities**

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

## **11. Limitation of Liability and Exclusion of Damages**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

## **12. Taxes**

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

## **13. Confidentiality**

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

## **14. Force Majeure**

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

## **15. Return/Cancellation Policy**

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

## **16. Termination**

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

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## **17. Governing Law and Jurisdiction**

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

**17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.**

## **18. Miscellaneous**

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

## Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options

### 2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

"Remote Help Desk" provides 7x24x365 remote technical support and incident remediation assistance including facilitation of manufacturer warranty and replacement programs, access to software upgrades and updates.

"Repair/Replacement Facilitation" provides assistance identifying hardware that is repair or replaceable under manufacturer warranty, remote installation assistance and coordination assistance for the return of defective parts and equipment.

"Onsite Support" provides Supplier provided onsite technical assistance for the installation of replacement equipment or technical remediation services with 48 hours. Onsite support is an optional service and available for subscribed rooms and available once the Help Desk has determined dispatch is required for remediation.

"Software Updates and Upgrades" – where made available by the manufacturer, Supplier will make available software upgrades and updates to resolve a reported incident in accordance with manufacturer recommendations. Supplier's Help Desk will provide guidance on the need for onsite technicians and/or specialist support to return the device to service. Where onsite or access to specialist support is not included in the elected service level, the Help Desk will offer Supplier services

including specialist on a Time & Materials basis.

"Customer Portal" is a Seller provided online portal for Buyer incident reporting and case status validation.

"Time & Materials" support provides access to Seller's remote help desk and onsite field services on a non-contracted, usage-billing basis. Time and Materials support is subject to one-time case fees and billed 30 days in arrears based on actual usage. Onsite dispatch and parts orders require a purchase order or credit card prior to delivery.

"4 Hour Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to 4 hours. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping.

"Next Business Day Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to Next Business Day. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping. Next Business Day dispatch applies to incidents reported prior to 3:00 p.m. local time.

"Consumables Replacement" is an optional add-on and covers replacement of a subscribed room's consumables including filters, fuses, and batteries.

"Preventative Maintenance Visit" is a one-time, onsite visit to clean, calibrate and test in-room covered devices. Seller's technician will complete a pre-defined checklists identify any in room issues and recommendations for performance optimization.

"Programming Protection" is an optional contract enhancement that covers any controller programming required to return a room to service as a result of a supported incident. Programming Protection is limited to rooms in the United States and requires Seller's access to the most recent version of uncompiled code. Upgrades and improvements are excluded.

"ServiceNow Integration" is an option account level service that provides integration between Seller's ServiceNow and Buyer's ServiceNow instance for the purpose of case data integration. ServiceNow integration is subject to Buyer's Service Now Integration Configuration Guide.

**d 3. Services Orders**  
Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

### 4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing

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multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

## **5. Services Availability**

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding holidays. Holidays vary by region.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

## **6. Third Party Services**

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services. Third party services are subject to the terms and conditions of the supplier.

## **7. Software Updates, Upgrades, and Options**

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

## **8. Replacement Parts**

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty

Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

## **9. Service Level Agreement**

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

## **10. Services Exclusions**

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

## **11. Charges and Payment Terms**

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone

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Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

## **12. Renewals**

Seller will provide Buyer with a minimum of sixty (60) days prior written notice of expiration of the Service Period for each service contract that is renewable. Buyer must give Seller written notice of Customer's intent to renew for each service contract at least thirty (30) days before expiration of each service period. In the absence of such written notice, Buyer will charge the Buyer the then-current time and material rates for any Services provided to Buyer after the expiration of the service contract. Furthermore, Buyer reserves the right to terminate or modify available service description at any time in its sole discretion; provided, that any such modifications will not affect any service description already ordered by Customer and accepted by Buyer prior to such modifications except as mutually agreed by both parties.

In the event Buyer's service contract includes third-party services which auto-renew Buyer must submit notice of non-renewal within 30 days of expiration for the entire contract. In the event Buyer fails to submit notice of non-renewal any third-party service fees are the responsibility of the Buyer.

## **13. Recertification**

Devices and rooms that have not been continuously covered by an AVI-SPL or manufacturer support contract may be required to pass an inspection, be brought up to the latest software version level and/or be subject to a recertification fee at the Buyer's expense prior to commencement of Supplier Support and Maintenance contract.

## **14. Termination**

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

## **15. Buyer Obligations**

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

## **16. Solicitation**

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

#### **17. Warranty and Limitation of Liability**

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE

LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

*[remainder of page intentionally left blank]*



## Addendum to General Terms and Conditions – Government and Education

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The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of Products and Services to federal, state and local government and education customers. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### **1. Modification to Section 5 of General Terms and Conditions**

Section 5 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller."

### **2. Modification to Section 6 of General Terms and Conditions**

Sub-Section 6.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following: "Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable)."

### **3. Modification to Section 13 of General Terms and Conditions**

A new sub-Section 13.5 is added at the end of Section 13 of the General Terms and Conditions:

"Nothing in this Section 13 shall be construed so as to restrict the right of access to public records in contravention of applicable federal or state public records laws."

### **4. Modification to Section 17 of General Terms and Conditions**

Sub-Section 17.2 is hereby deleted in its entirety.

*[remainder of page intentionally left blank]*

**FLORIDA-SPECIFIC  
COMPLIANCE RIDER**

**THIS FLORIDA-SPECIFIC COMPLIANCE RIDER** ("Rider") is made as of this 9th day of January, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and AVI-SPL, LLC, a Florida limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the City has selected the Contractor to provide certain services to the City in furtherance of upgrading audio/visual technology systems in the City's city council chambers (the "Services"), pursuant to the agreement between the Parties of even date herewith identified as Contractor's Proposal Number 494912-4 dated January 8, 2026; and

**WHEREAS**, Contractor represents it has the experience and expertise to perform the Services set forth in this Rider; now, therefore,

**IN CONSIDERATION** of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
  - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Rider and following completion of this Rider if Contractor does not transfer the records to the City.
  - d. Upon completion of this Rider, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Rider, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Rider, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:**

**Audrey E. Sikes, City Clerk,  
City of Lake City Custodian of Public Records  
at 386-719-5756 or SikesA@lcfla.com  
Mailing Address  
205 North Marion Avenue,  
Lake City, Florida 32055.**

2. **E-Verify.** As a condition precedent to entering into this Rider, 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 Rider.
  - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
  - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Rider 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider the day and year first written.

AVI-SPL, LLC, a Florida limited liability company

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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By Lauren A. Fенно, its SVP,  
General Counsel

Noah Walker, Mayor

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

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

7. Paul Dyal Severance Agreement Matter
  - a. Update from City Attorney
  - b. Comments from Joel Foreman, Counsel for Paul Dyal
  - c. Comments from Guy Norris, Special Counsel for the City of Lake City
  - d. Discussion by Council and Possible Action by the City Council



137 NW MADISON STREET | LAKE CITY, FLORIDA 32055 | 386.752.8420

January 15, 2026

Guy W. Norris  
Norris & Norris, P.A.  
Via email only: [gnorris@norrisattorneys.com](mailto:gnorris@norrisattorneys.com)

RE: Paul Dyal and the City of Lake City, Florida

Dear Guy,

As we discussed, I have been engaged by Paul Dyal (“Mr. Dyal”), former manager of the City of Lake City (the “City”), to explore ways Mr. Dyal and the City might put to rest the lingering dispute following his resignation as city manager in October of 2023.

We are both familiar with the circumstances underlying the dispute. Mr. Dyal was interim city manager pursuant to City Resolution No. 2021-194. He served in that capacity until he was formally appointed as city manager via Resolution No. 2023-001 on January 3, 2023.

An “Employment Agreement for Management Services Between the City of Lake City, Florida, and Paul Dyal” (“Contract”) was attached to and approved by Resolution No. 2023-001. The Contract was prepared by the City’s attorney; approved by the City Council; and executed by the City’s mayor, clerk, and Mr. Dyal or about January 11, 2023.

On September 19, 2023, Mr. Dyal submitted his letter of resignation to the City, resigning his position as City Manager and as Executive Director of Utilities effective 5:01 PM on October 19, 2023. On September 26, 2023, the City Council met in special session to discuss Resolution No. 2023-112 which, if adopted, would formally accept Mr. Dyal’s resignation. The City Council voted to table the item at that time, encouraging Mr. Dyal to reconsider. On October 2, 2023, however, the City Council removed the resolution from the table and by unanimous vote accepted Mr. Dyal’s resignation effective October 19, 2023, at 5:01 PM.

As provided by the Contract, thirty days elapsed between Mr. Dyal’s notice and the effective date of his resignation.

Resolution 2023-112 specifically notes that Mr. Dyal entered into an employment agreement. It does not, however, mention or authorize any further action by the mayor with respect to the City’s further performance of that employment agreement post-separation. This is significant because the Contract, when it was negotiated, presented to the City Council in January of 2023, and signed that same month, included an Appendix 1 titled “Separation of Employment and General Release” (“Separation Agreement”). The Separation Agreement as presented in January and approved by the City Council did call for certain post-separation obligations, such as payment of severance, payment of accrued benefits, return of City property

from Dyal, the exchange of certain releases and waivers, the exchange of non-disparagement agreements, and the making of certain warranties and representations as between Mr. Dyal and the City.

Although such actions were not expressly authorized by the resolution, the mayor, the City's attorney, and clerk, each executed the Separation Agreement and thereafter the City performed under it, including payments of severance and other sums to Mr. Dyal.

These payments are now the subject of significant scrutiny by the City Council and public.

The City Council referred the matter of the validity of the Separation Agreement to the Cavendish law firm, resulting in initial and amended legal opinions totaling 30 pages. The opinions concluded, for more than one reason, that the City Council had not properly authorized payment to Mr. Dyal because the Separation Agreement, while approved in template form in January of 2023, was not formally approved with all requisite information in October of 2023. The opinion pointed out that as an Appendix to the Contract, the Separation Agreement had provisions in conflict with the Contract itself, which raised questions about how and whether the City Council could have approved the substantive provisions of the Separation Agreement in January of 2023 while acknowledging it could have approved an inconsistent agreement in October of 2023.

It is my understanding that you have been engaged to determine what options, if any, the City has for pursuing recovery of the payments from Mr. Dyal that were paid to him under the Separation Agreement.

As a threshold matter, Mr. Dyal wants nothing more than for this matter to be concluded as soon as possible. He served the City of Lake City for many, many years. He remains proud of his service to the City over his long career and is deeply troubled by the stain this has caused to his personal and professional reputation. Mr. Dyal continues to pursue other public sector employment, but the uncertainty created by this ongoing controversy has made finding new employment exceedingly difficult in an already-competitive job market.

It is with this in mind that we approach the City to initiate discussions before more time and money are needlessly expended.

Mr. Dyal was an employee of the City who at the time of his resignation was working under a contract he did not prepare. While he did negotiate his terms to the best of his ability, it is important to keep in mind that he put his trust in the mayor (who is also a licensed attorney) and the city attorney to get the technical details of the Contract and Separation Agreement correct. While Mr. Dyal is not ignorant as to how contracts work or how governmental authority can sometimes flow through its executive or legislative bodies, it is noteworthy that it took a very highly regarded attorney with more than 25 years of legal experience 30 pages to adequately explain why the mayor, city attorney, and clerk were acting *ultra vires*, or outside their authority, when they signed the Separation Agreement and the City subsequently performed pursuant to it.

I feel confident a jury of Mr. Dyal's peers, if asked to consider his execution of the Separation Agreement, will be sympathetic to Mr. Dyal's reliance upon the signatures of three City officials when he signed the Separation Agreement and accepted payment under it.

I am aware of no evidence that Mr. Dyal did or said anything to improperly induce the City's officials to execute the Separation Agreement. After the City Council formally accepted his written resignation, effective after 30 days as required by the Contract, Mr. Dyal worked with the City's legal counsel, mayor, and clerk and completed what he believed to be the final steps of his separation under the Contract. Mr. Dyal surrendered the City's property, gave his releases and waivers, gave his non-disparagement agreement, and made warranties and representations to the City as the Contract called for under Appendix 1. In exchange, he reasonably and in good faith expected to be paid severance and accrued benefits on the terms set forth in the Separation Agreement.

We simply do not believe, if this matter is put before a jury, that a jury is likely to find that Mr. Dyal committed, or caused the commission of, any act or omission that brought about the allegedly mistaken exercise of authority by the City. Mr. Dyal participated in good faith and dealt with individuals who reasonably appeared to be vested with the authority to act as agents for the City. These were the same people he had negotiated the initial Contract with, the same people who drafted the Contract and Separation Agreement, and the same people who he had worked with for months as city manager.

For Mr. Dyal's part, he entered into a contract he intended to have enforced against him and after a bargained-for exchange. It does not follow that the consequence of the City's failure to comply with technicalities attendant to the exercise of its power to form contracts should give rise to adverse action against Mr. Dyal.

Notwithstanding our confidence that Mr. Dyal would not be held accountable for the City's mistaken exercise of its power by its mayor and others, Mr. Dyal understands the practicality of settlement and the value of finality settlement can bring. He has authorized me to extend an offer of exchanging mutual general releases as to any and all claims under the Contract, Separation Agreement, or any other matter.

Please contact me as soon as you have an opportunity to review this matter with your client. I previously shared with you that I am optimistic that we can bring this matter to a final resolution. I remain so and look forward to working with you and the City in the coming weeks to bring this matter to an end.

Sincerely  
  
Joel F. Foreman

CC: Mr. Dyal via email

**File Attachments for Item:**

8. City Council Resolution No. 2026-015 - A resolution of the City of Lake City, Florida, approving that certain services and performance extension agreement extending that certain agreement between the City and Sunrise Consulting Group, LLC, a Florida Limited Liability Company for Government Affairs Consulting Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2026-015**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN SERVICES AND PERFORMANCE EXTENSION AGREEMENT EXTENDING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SUNRISE CONSULTING GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY FOR GOVERNMENT AFFAIRS CONSULTING SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) has a need for government affairs consulting services to assist in the creation of, and advocacy for, the legislative and regulatory priorities of the City to the Florida Legislature (the “Services”); and

**WHEREAS**, the City and Sunrise Consulting Group, LLC, a Florida limited liability company (the “Vendor”) entered into that certain Services and Performance Agreement (the “Initial Agreement”) pursuant to City Council Resolution 2025-029; and

WHEREAS, the Initial Agreement expires on March 5, 2026 unless otherwise extended; and

**WHEREAS**, the Vendor and the City desire to extend the Initial Agreement by adopting the terms of the proposed extension contract with Vendor in the form of the Exhibit attached hereto (the “Extension”); and

**WHEREAS**, engaging the Vendor’s to provide the Services is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the Services in the Extension is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Extension in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s

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Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Extension; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Extension; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## SERVICES AND PERFORMANCE EXTENSION AGREEMENT

THIS SERVICES AND PERFORMANCE EXTENSION AGREEMENT (the "Extension"), dated as of February \_\_\_\_\_, 2026 (the "Effective Date"), by and between the City of Lake City, Florida, a Florida municipality (the "City"), and Sunrise Consulting Group, LLC, a Florida limited liability company, ("SCG").

### RECITALS

WHEREAS, the City and SCG did enter into a Services and Performance Agreement effective March 5, 2025 (the "Original Agreement") for SCG to provide state government consulting services (the "Services") to the City for a period of one year; and

WHEREAS, the term of said Original Agreement ends on March 5, 2026; and

WHEREAS, the City and SCG do desire to extend the Original Agreement for an additional one-year period commencing March 5, 2026 and continuing through March 4, 2027; and

WHEREAS, SCG proposes that the City shall pay \$3,750 per month (\$45,000 annually) for the Services; now, therefore,

IN CONSIDERATION of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein as material terms of this Extension and representations of the party to which such representation is attributed or to which such representation applies as if otherwise fully set forth herein.
2. **Term of Agreement and Option to Renew.** Paragraph 1 of the Original Agreement between the City and SCG shall be amended to read as follows:
  1. Engagement Period. The City hereby engages SCG for state government consulting services for a period of 12 months (the "Engagement Period") commencing on March 5, 2026, and continuing through March 4, 2027. Thereafter, the Agreement may be renewed for successive periods upon written agreement of the parties.
3. **Compensation.** Paragraph 3(a) of the Original Agreement between the City and SCG shall be amended to read as follows:
  3. Compensation. SCG shall receive the following during the Engagement Period:
    - a) Retainer: SCG's compensation for the agreement period commencing on March 5, 2026, and continuing through March 4, 2027, will be \$45,000 payable in monthly installments of \$3,750 USD. On the date on which this agreement becomes effective or terminates, there shall be an appropriate proration of the monthly

fee on the basis of the number of days that the agreement is in effect during such month.

4. **Remaining Terms.** All other terms of the Original Agreement shall remain in full force and effect as if fully set forth herein.
5. **Modification.** No provision of this Extension can be modified or amended, waived, or discharged unless such modification or amendment, waiver, or discharge is agreed to in writing by both parties.
6. **Disputes.** This Extension shall be construed and governed in accordance with the laws of the State of Florida. Venue for any dispute arising herefrom shall be in the appropriate state court in Leon County, Florida.
7. **Entire Agreement.** This Extension reflects the entire understanding between the parties. Any written, printed, or other materials which the City provides to SCG that are not incorporated in this Extension do not constitute a term or condition of this Extension.

IN WITNESS WHEREOF, the parties hereto have caused to be duly authorized, executed and delivered, as of the date first above written, this SERVICES AND PERFORMANCE EXTENSION AGREEMENT.

SCG:

SUNRISE CONSULTING GROUP, LLC,  
a Florida limited liability company



\_\_\_\_\_  
Shawn Foster, President

CITY:

CITY OF LAKE CITY, FLORIDA,  
a Florida municipality

\_\_\_\_\_  
Noah E. Walker, Mayor

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney

**File Attachments for Item:**

9. City Council Resolution No. 2026-016 - A resolution of the City of Lake City, Florida, amending that certain agreement between the City and Looks Great Services of MS, Inc., a Mississippi Corporation, for annual tree removal, stump grinding, and mulching; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
02/02/2026

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** ITB-007-2024 Annual Tree Removal, Mulching and Stump Grinding Contract Amendment

**DEPT / OFFICE:** Procurement/Public Works

<p><b>Originator:</b> Angel Bryant</p> <table border="1"> <thead> <tr> <th>City Manager</th><th>Department Director</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Don Rosenthal</td><td>Brenda Karr/ Steve Brown</td><td>1/5/2026</td></tr> </tbody> </table> <p><b>Recommended Action:</b> Request Approval to accept price increase for Tree Removal and Debris Haul with Looks Great Services of MS Inc, which was originally approved on the consent agenda on 3/18/2024.</p> <p><b>Summary Explanation &amp; Background:</b> This annual contract was approved on the consent agenda on 3/18/2024 to accept the lowest bid for ITB-007-2024, which was Looks Great Services of MS Inc. The vendor is requesting an increase based on the CPI rates (3%). At the time of the bid, three proposals were submitted, and the requested increase will be less than the annual amount in the other proposals. Contract term is for one (1) year with two (2) additional one (1) year extensions with mutual agreement between the City of Lake City and Looks Great Services of MS. Current Contract will expire on 3/18/2026 unless extended for an additional year.</p>			City Manager	Department Director	Date	Don Rosenthal	Brenda Karr/ Steve Brown	1/5/2026
City Manager	Department Director	Date						
Don Rosenthal	Brenda Karr/ Steve Brown	1/5/2026						
<p><b>Alternatives:</b> Not Accept increase and go back out for BID.</p>								
<p><b>Source of Funds:</b></p>								
<p><b>Financial Impact:</b></p>								
<p><b>Exhibits Attached:</b> Agreement, Bid Tabulation, Looks Great Services of MS increase request.</p>								

## **RESOLUTION NO 2026-016**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND LOOKS GREAT SERVICES OF MS, INC., A MISSISSIPPI CORPORATION, FOR ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AMENDING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (“City”) solicited bids for ITB-007-2024 for tree removal, stump grinding, and mulching (the “Services”); and

**WHEREAS**, Looks Great Services of MS, Inc, a Mississippi corporation (the “Vendor”) was awarded the bid to provide the Services at the rates upon which the bid was based (the “Initial Rates”) for a one-year period commencing on March 18, 2024 (the “Initial Term”); and

**WHEREAS**, the Vendor provided the Services to the City at the Initial Rates for the Initial Term; and

**WHEREAS**, the City desires to extend its contract with the Vendor for an additional term commencing on March 18, 2025 (the “First Extension Period”); and

**WHEREAS**, the City desires to extend its contract with the Vendor for a second one-year extension term commencing on March 18, 2026 (the “Second Extension Period”); and

**WHEREAS**, the Vendor requests an increase in rates for the Second Extension Period based on the current CPI rates to adjust for inflation; and

**WHEREAS**, the Vendor and the City desire to extend the contract between the Vendor and the City for the Second Extension Period, at the increased rates requested by the Vendor, by adopting the terms of the Agreement in the form of the Exhibit attached hereto (the “Agreement”); and

**WHEREAS**, continuing to engage the Vendor’s services at the increased rates is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the Services in the Agreement is in the public or

community interest and for public welfare; and

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**EXTENSION OF AGREEMENT  
BETWEEN THE CITY OF LAKE CITY AND  
LOOKS GREAT SERVICES OF MS, INC.**

This Amendment to the Agreement for tree removal, stump grinding, and mulching services to the City (the "Agreement") is made by and between the City of Lake City, Florida (the "City"), 205 North Marion Avenue, Lake City, Florida 32055, and Looks Great Services of MS, Inc., a Mississippi corporation (the "Contractor"), 1501 Highway 13 North, Columbia, Mississippi 39429. (individually, each a "Party," and collectively, the "Parties").

**WHEREAS**, the City solicited bids for ITB-007-2024 for tree removal, stump grinding, and mulching (the "Services"); and

**WHEREAS**, the Contractor was awarded the bid to provide the Services at the rates upon which the bid was based (the "Initial Rates") for a one-year period commencing on March 18, 2024 (the "Initial Term"); and

**WHEREAS**, the Contractor provided the Services to the City at the Initial Rates for the Initial Term; and

**WHEREAS**, the City extended its contract with the Contractor for an additional term commencing on March 18, 2025 (the "First Extension Period"); and

**WHEREAS**, the City and the Contractor desire to extend its contract with the Contractor for a second one-year extension term commencing on March 18, 2026 (the "Second Extension Period"); and

**WHEREAS**, the Contractor requests an increase in rates for the Second Extension Period based on the current CPI rates to adjust for inflation; and

**WHEREAS**, the Contractor and the City desire to extend the contract between the Contractor and the City, at the increased rates requested by the Contractor, by adopting the terms of the Agreement in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, pursuant to the Original Agreement the Contractor proposes service fees shall be increased 3% for the extension period to account for inflation; and

**WHEREAS**, the revised rates following the adjustment contemplated herein is shown as Exhibit "A" which is attached hereto.; and

**NOW, THEREFORE**, for good and valuable consideration, the adequacy, mutual receipt, and exchange of which is acknowledged by the parties hereto, the City and the Contractor do agree as follows:

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

Second Extension Agreement  
Tree Removal and Debris Haul Contract

Looks Great Services of MS, Inc.  
City of Lake City, Florida

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- 2. Pursuant to Paragraph 4 of the Original Agreement the Parties do extend said Original Agreement for a second one-year extension term commencing on March 18, 2026.
- 3. The Parties adopt for the Second Extension Period the adjusted rates set forth in Exhibit "A".
- 4. All other terms of the Agreement shall continue in full force and effect.
- 5. The effective date of this extension shall be the date this extension is last executed by a party hereto.

LOOKS GREAT SERVICES OF MS, INC:

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Noah E. Walker, Mayor  
Date: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Clay Martin, City Attorney



## EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

## SELECTED VENDOR TOTALS

Vendor	Total
Looks Great Services of MS, Inc.	\$2,966.65 <b>3,147.32</b>
Creative Concepts	\$3,606.00
Joshua Glackin Tree Service	\$4,236.40

## Items Added:

Trees Requiring a crane for safe removal

**\$2647.10**

Disposal of all generated Tree Debris per Cubic Yard

(when hauled to Public Works Yard)

**\$10.08**

## ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Use of stump grinder to mulch stumps to below grade	1	Per Inch	\$15.00	\$15.00	\$7.50	\$7.50	\$8.00	\$8.00 <b>\$8.49</b>
X	2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH	\$500.00	\$500.00	\$650.00	\$650.00	\$250.00	\$250.00 <b>\$265.23</b>
X	3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20	\$1,200.00	\$1,200.00	\$1,250.00	\$1,250.00	\$900.00	\$900.00 <b>\$954.81</b>

## EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Annual Tree Removal, Stump Grinding, and Mulching					Creative Concepts		Joshua Glackin Tree Service		Looks Great Services of MS, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater	\$1,800.00	\$1,800.00	\$2,250.00	\$2,250.00	\$1,700.00	\$1,700.00 <b>\$1,751.00</b>
X	5	Disposal of all generated tree debris	1	Ton	\$60.00	\$60.00	\$70.00	\$70.00	\$95.00	\$95.00 <b>\$97.85</b>
X	6	Disposal of all generated tree debris	1	Cubic Yard	\$30.00	\$30.00	\$8.60	\$8.60	\$12.50	\$12.50 <b>\$12.88</b>
X	7	Brush mulching	1	Square Foot	\$1.00	\$1.00	\$0.30	\$0.30	\$1.15	\$1.15 <b>\$1.18</b>
Total						\$3,606.00		\$4,236.40		\$2,966.65 <b>3,055.65</b>

## EVALUATION TABULATION

Invitation to Bid - Annual Tree Removal, Stump Grinding, and Mulching.

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**EXHIBIT "A"**  
Page 2 of 2

**File Attachments for Item:**

10. City Council Resolution No. 2026-017 - A resolution of the City of Lake City, Florida, designating an administrative authority to receive, review, and process plat or replat submittals, and designating an administrative official responsible for approving, approving with conditions, or denying plats or replats, pursuant to Section 177.071, Florida Statutes, as amended; repealing all resolutions in conflict; providing an effective date; directing the City Clerk to reflect said appointment in such records of the City as are necessary and prudent; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2025 – 017**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE OF CITY OF LAKE CITY, FLORIDA,  
DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE,  
REVIEW AND PROCESS PLAT OR REPLAT SUBMITTALS, AND  
DESIGNATING AN ADMINISTRATIVE OFFICIAL RESPONSIBLE FOR  
APPROVING, APPROVING WITH CONDITIONS OR DENYING PLATS  
OR REPLATS, PURSUANT TO SECTION 177.071, FLORIDA  
STATUTES, AS AMENDED; REPEALING ALL RESOLUTIONS IN  
CONFLICT; PROVIDING AN EFFECTIVE DATE; DIRECTING THE CITY  
CLERK TO REFLECT SAID APPOINTMENT IN SUCH RECORDS OF THE  
CITY AS ARE NECESSARY AND PRUDENT; REPEALING ALL PRIOR  
RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE  
DATE.**

**WHEREAS**, Section 177.071, Florida Statutes (2025) requires the governing board of municipalities to designate an administrative authority that is a department, division or other agency of the municipality to receive, review and process plat or replat submittals pursuant to the requirements of Section 177.091, Florida Statutes (2025); and

**WHEREAS**, Section 177.071, Florida Statutes (2025) requires the governing board of municipalities to designate an administrative official that is a city manager, a deputy city manager, an assistant city manager or other high-ranking city department or division director with direct or indirect oversight responsibility for the municipality's land development, housing, utilities or public works programs to approve, approve with conditions or deny plats or replats pursuant to the requirements of Section 177.091, Florida Statutes (2025); and

**WHEREAS**, the City's Growth Management Department is the administrative subdivision of the City tasked with administering the City's Land Development Regulations; and

**WHEREAS**, Scott Thomason is the Director of the City's Growth Management Department; and

**WHEREAS**, the City Council previously adopted Resolution 2025-051 appointing Scott Thomason as the City's Land Development Regulation Administrator (the "Administrator"); and

**WHEREAS**, the City Council finds the Growth Management Department to be the appropriate administrative authority of the City to receive, review, and process plat or replat submittals that comply with the requirements of Section 177.091, Florida Statutes (2026); and

**WHEREAS**, the City Council finds Scott Thomason to be the appropriate administrative official of the City to approve, approve with conditions or deny plats or replats pursuant to the requirements of Section 177.091, Florida Statutes (2025); and

**WHEREAS**, the City Council finds that it is in the best interests of the City to designate the City's Growth Management Department as the appropriate administrative authority of the City to receive, review, and process plat or replat submittals that comply with the requirements of Section 177.091, Florida Statutes (2026); and

**WHEREAS**, the City Council finds that it is in the best interests of the City to designate and appoint Scott Thomason as the administrative official of the City to approve, approve with conditions or deny plats or replats pursuant to the requirements of Section 177.091, Florida Statutes (2025); now therefore

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

1. Designating the City's Growth Management Department as the appropriate administrative authority of the City to receive, review, and process plat or replat submittals that comply with the requirements of Section 177.091, Florida Statutes (2026) is in the public or community interest and for public welfare; and
2. Designating and appointing Scott Thomason as the administrative official of the City to approve, approve with conditions or deny plats or replats pursuant to the requirements of Section 177.091, Florida Statutes (2025) is in the public or community interest and for public welfare; and
3. The City Clerk is directed to reflect the foregoing designations and appointment in the official records of the City.

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

11. City Council Resolution No. 2026-018 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 026-2025 for consulting services to perform a fire consolidation feasibility study for the City and the Columbia County Board of County Commissioners; accepting the proposal from Matrix Consulting Group, LTD., a California Corporation; approving the agreement with said vendor; making certain findings of fact in support thereof; providing for sharing the costs and results of such study with the Columbia County Board of County Commissioners; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Fire Consolidation Study for Fire Services Merger-City of Lake City and Columbia County

**DEPT / OFFICE:** Procurement

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b>	<b>Date</b> 10/28/2025
<b>Recommended Action:</b> Approval will be needed to proceed with a contract with top ranked proposer based off of evaluation tabulation by committee.		
<b>Summary Explanation &amp; Background:</b> In accordance with RFP 026-2025, the City of Lake City issued a competitive solicitation for consulting services to perform the Fire Consolidation Study. The request for proposals was open from September 5, 2025, through October 6, 2025. Three proposals were received and evaluated by the Evaluation Committee on October 28, 2025. Following the scoring and consensus review process, Matrix Consulting Group was identified as the the top-ranked proposer, with a proposed cost not to exceed \$77,936.00.		
<b>Alternatives:</b> Decline to accept the Evaluation Committee's recommendation and elect not to proceed with the Fire Consolidation Study at this time. This option would defer further analysis of fire services consolidation and maintain the existing operational structure until a future review is authorized.		
<b>Source of Funds:</b> Financially, the project is currently not budgeted, and a budget amendment will be required to fund the study. A structural analysis study may also be required as a supplemental component to evaluate the physical and infrastructure implications of consolidation.		
<b>Financial Impact:</b> \$77,936.00 City and County to split cost (38,968.00 each)		
<b>Exhibits Attached:</b> Evaluation Committee Meeting Minutes, Consensus Scorecard, Matrix Consulting Proposal		

## **RESOLUTION NO 2026-018**

### **CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN REQUEST FOR PROPOSAL NUMBER 026-2025 FOR CONSULTING SERVICES TO PERFORM A FIRE CONSOLIDATION FEASIBILITY STUDY FOR THE CITY AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; ACCEPTING THE PROPOSAL FROM MATRIX CONSULTING GROUP, LTD., A CALIFORNIA CORPORATION; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING FOR SHARING THE COSTS AND RESULTS OF SUCH STUDY WITH THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City (the “City”) and the Columbia County Board of County Commissioners (the “County Commission”) have a joint interest in exploring the feasibility of consolidating the delivery of fire services in Columbia County; and

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

**WHEREAS**, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Request for Proposal Number 026-2025 (the “RFP”) seeking professional consulting services relating to a fire services consolidation feasibility study for the City and the County Commission (the “Study”); and

**WHEREAS**, the proposal submitted by Matrix Consulting Group, Ltd., a California corporation (the “Vendor”) was the highest ranked proposal submitted in response to the RFP; and

**WHEREAS**, the City desires to and does accept the Vendor’s proposal as the highest ranked proposal of those submitted; and

**WHEREAS**, pursuant to the RFP, the Vendor and the City desire to enter into that certain

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contract for Vendor to provide the Study by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, the County Commission has agreed to share with the City the costs of the Study; and

**WHEREAS**, provided the County Commission contributes half of the cost of the Study, the City will share all results of the Study with the County Commission and ensure the County Commission participates equally with the City in all workshops and meetings with the Vendor concerning an evaluation and analysis of the results of the Study; and

**WHEREAS**, acquiring a provider to perform the Study by engaging the Vendor pursuant to the Agreement, and sharing the results and analysis of the Study, and communications related thereto with the County Commission are in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the RFP, and engaging the Vendor to perform the Study as set forth in the Agreement is in the public or community interest and for public welfare; and
2. Sharing with the County Commission the results and analysis of the Study, and communications related thereto is in the public or community interest and for the public welfare, provided the County pays at least half the costs of the Study charged by the Vendor to the City; and
3. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

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

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of February, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## **SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") is made as of this \_\_\_\_ day of February, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Matrix Consulting Group, Ltd. ("Contractor") (individually, each a "Party," and collectively, the "Parties").

### WITNESSETH:

WHEREAS, the City requested proposals pursuant to RFP:026-2025 (the "Procurement Document") for the Fire Services Consolidation Feasibility for Consolidation of Fire Services of the City of Lake City and Columbia County, and

WHEREAS, based upon the City's assessment of the Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

### **1. Definitions.**

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask,

service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor, and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.
3. **Services.**
  - a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
  - b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Don Rosenthal, City Manager.
  - c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
  - d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
  - e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

#### 4. **Term of Agreement.**

- a. **Initial Term.** The term of this Agreement shall commence on (select appropriate box):

the Effective Date;

or

the date of \_\_\_\_\_, 20\_\_\_\_.

and shall remain in full force and effect until completion of the scope of work in this Agreement, or termination of the Agreement, whichever occurs first.

- b. **Term Extension.** (Select appropriate box.)

The term of this Agreement may not be extended. All Services shall be completed by expiration of the initial term as defined in 4.a.

or

The Parties may extend the term of this Agreement for \_\_\_\_\_ additional \_\_\_\_\_ year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

#### 5. **Compensation and Method of Payment.**

- a. **Services Fee.** As total compensation for the Services, the City shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon City's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.b. and 5.c., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.
- b. **Payment Details.** The City agrees to pay the Contractor the not-to-exceed sum of \$77,936.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable –

OR

- i.  on a fixed-fee basis as set out in Exhibit C for the deliverables, such fee payable upon submittal of an invoice as required herein.

## ii. (DESCRIBE PAYMENT TERMS)

Billed monthly for actual time incurred.

c. **Travel Expenses.** (Select appropriate box.)

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

or

The City shall reimburse the Contractor the sum of not-to-exceed \$\_\_\_\_\_ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by \_\_\_\_\_.

d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted to (select appropriate box):

the designated person as set out in Section 18 herein;

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. **Personnel.**a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with

sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

## 7. Termination.

### a. Contractor Default -- Provisions and Remedies of City.

- i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
- iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

### b. City Default -- Provisions and Remedies of Contractor.

- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
- iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

### c. Termination for Convenience. Notwithstanding any other provision herein, the City may

terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.
8. **Confidential Information and Public Records.**
  - a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
  - b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.
  - c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
    - i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
    - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.

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- iii. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's custodian of Public records at:**

**Audrey E. Sikes, City Clerk,**

**City of Lake City custodian of public records**

**at 386-719-5756 or [SikesA@lcfla.com](mailto:SikesA@lcfla.com)**

**Mailing Address**

**205 North Marion Avenue,**

**Lake City, Florida 32055.**

- 10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
- 11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
- 12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
- c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.

15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar

days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

- a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
- b. **Assignment.** This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

**To the Contractor:** Matrix Consulting Group, Ltd  
Attn: Alan D. Pennington, President  
1875 S. Grant Street, Suite 960  
San Mateo, CA 94402

**To the City:**

City of Lake City  
Attn: City Manager  
205 North Marion Avenue  
Lake City, FL 32055

**19. Conflict of Interest.**

- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

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

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

24. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Bradford County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

25. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall include those fees incurred as a result of an appeal.

26. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

27. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

28. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
29. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**  
**(Signature Page Follows)**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

Matrix Consulting Group, LTD.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

---

By \_\_\_\_\_, its \_\_\_\_\_ Noah Walker, Mayor

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

---

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Clay Martin, City Attorney

EXHIBIT A  
STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

## TECHNICAL APPROACH AND METHODOLOGY

This section contains an overview of our project understanding, approach and detailed work plan.

### PROJECT UNDERSTANDING

The City of Lake City and Columbia County, FL, are seeking the services of a qualified consultant to evaluate the feasibility of consolidation for a fire service merger between the two agencies. The purpose of this study is to assess the potential for consolidating the two departments into a unified fire district to serve Columbia County, while ensuring that public safety services are enhanced, efficiency is improved, and the emergency response system remains financially sustainable.

The study needs to evaluate how costs will be allocated, the leadership structure, the impacts on personnel, opportunities to streamline operations, how capital assets will be integrated, and ensure that a cohesive cultural environment can exist in a merged agency.

### GENERAL PROJECT APPROACH

Our philosophy in providing consulting services is to provide a customized approach to address our clients' unique issues. It needs in a fact-based manner, utilizing our proven methodologies and analytical techniques as summarized in the following graphic:

1

A principal of the firm is involved in every aspect of each study. For this engagement, Robert Finn, Vice President, will serve in this role.

2

We approach our projects by gaining a firm grounding in formal and fact-based analytical methodologies.

3

Our projects have extensive input and interaction between the consultants and our clients' staff, management, policy makers, and external stakeholders.

4

We provide our clients not only with the right answers but also with practical solutions for implementing change.

5

We engage regularly with our clients to ensure that the project remains on time, the schedule is maintained, and we are accessible when needed.

Our place in the government consulting industry is based on our experience and tailored approach to meeting each client's unique needs.

## WORK PLAN

### TASK 1: PROJECT INITIATION AND STAKEHOLDER MEETINGS

The project team will begin the study by developing an initial understanding of service delivery in Lake City and Columbia County through an extensive input phase. The team will meet with internal and external stakeholders using a combination of on-site and virtual interviews that are designed to help us learn about the current fire and rescue services provided in the City and County, goals, the unique factors of the service environment, and to obtain views on issues relevant to the project, including potential future service delivery models.

We will also use these interviews to gain an understanding of the emergency communication system, as well as the involvement of the fire departments in EMS first responder roles. This process includes the following interviews:

Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.

- Interviews with city and county officials and management team members.
- Input from community stakeholders.
- Meet with the chiefs, command staff, and leadership of the Fire Departments and other stakeholder groups, both individually and as a group.
- Conduct one-on-one interviews with department personnel at all levels of both organizations that are involved in the delivery of fire rescue services – managers, supervisors, and line staff.
- Meet with representatives from labor groups to gain a deeper understanding of issues relevant to specific groups.
- Interview contacts within the organizations to start the data collection process, as well as other key contacts identified.
- Other interviews with key stakeholders, as identified throughout this process.

Constant engagement with key stakeholders throughout the process is a critical element of ensuring transparency and maintaining buy-in as the study progresses.

In preparation for the kickoff meeting, the project team will develop a comprehensive list of data required to conduct the study, as well as a week-by-week schedule for project completion. The initial interviews will also be used to identify key points of contact for data collection and to schedule interviews within the department.

## TASK RESULT

Extensive input process, with interviews conducted at all levels of the organization. An issues list will be prepared to provide the basis for subsequent analytical steps, and the project work plan and project deliverable schedule will be finalized. This task will include one on-site visit.



## TASK 2: OPERATIONAL ANALYSIS

In this task, the project team will examine the current state and performance of fire and rescue services in the City of Lake City and Columbia County.

To further our understanding of the City and County's service delivery and service objectives, the project team will collect various data to develop a descriptive profile of current operations, staffing, station locations, apparatus, and deployment plans for the fire agencies.

This analysis will enable the project team to provide a factual understanding of the current staffing, finances, and how the agencies deliver services to their service area and the region. During this assessment, we will examine the current service demand and workload by station response area and apparatus. We will collect the following:

- Basic descriptive information such as:
  - Organizational charts for each agency.
  - Strategic or master planning documents.
  - Annual reports for the past three years.
  - Station and other facility locations.
  - Apparatus and vehicle inventories.
  - Budgets over the past three fiscal years.
  - Capital assets owned by each agency.
  - Deployment plans.
- Primary administrative documents include:
  - Local census and demographic data.
  - Local Geographic Information Systems (GIS) data.
- Information about personnel, including:
  - Number of personnel by rank and classification.
  - Authorized versus actual staffing.
  - Summary of staff roles and responsibilities.
  - Staff schedules.
  - Pay plans, fringe benefit descriptions, and costs.

- Descriptive information about workload, call handling, and performance from records management, NFIRS, and CAD records, including:
  - Calls for service by type.
  - Calls for service by time of day and day of week.
  - Calls by unit.
  - Dispatch processing time.
  - Turnout time.
  - Travel times.
  - Total scene times.
  - Total call duration
- Fire Prevention records related to inspections, code enforcement, public education, fire investigations, and plan reviews.
- Current PSAP and dispatch provider(s) and related communications infrastructure.

We will use this information and data to evaluate the current situation, which will include a detailed evaluation of the following components:

### **SERVICE DELIVERY AND PERFORMANCE**

Each agency's service levels and performance will be evaluated individually, as part of the more extensive regional response system, or in mutual aid/automatic aid operations. Both fire and emergency medical response capabilities will be analyzed.

#### **Demand**

Computer-Aided Dispatch (CAD) and Records Management System (RMS) data are used to determine the service demand in each service and operational area. Each service provider will be analyzed by incident type, time of day, and day of the week, considering service demands. Calls will be analyzed to determine:

- Call Type
- Call location
- Call frequency

The project team will also conduct a basic risk assessment of each service area to determine if fire flows and staffing levels can adequately address these risks.

The service demands will be displayed geographically for each agency and the overall study area in ArcGIS Pro and ArcView GIS Spatial Analyst.

#### **Distribution**

The study of distribution involves locating first-due resources geographically to ensure rapid deployment and minimize the impact of emergency incidents. Existing facilities in the service area will be analyzed

using ArcView GIS software to determine the predicted effectiveness of first-due personnel in achieving adopted service level objectives.

### Concentration

A concentration study requires an analysis of the arrangement of multiple resources to allow an effective response force to be assembled within adopted timelines. The ability of the current system to deploy and assemble an effective response force will be evaluated in the study area.

### Reliability

The reliability study utilizes actual incident history and data to assess historical performance against adopted performance standards. Reliability can be determined by answering five questions:

- Are established goals of performing within X minutes, Y percent of the time met?
- Is there sufficient depth in the system to provide coverage for calls for service?
- Are there frequent instances of multiple calls co-occurring? Does this affect system performance?
- Are there predictable times when queued calls for service occur?
- Is there extra capacity in the system or within individual units?

The project team will analyze the availability of staff and the current workload and utilization of each company in the service area to determine actual or estimated failure rates, based on data availability, and demonstrate the impact on the ability to deploy an effective response force.

## SUPPORT PROGRAMS

Matrix Consulting Group will review each organization's support programs in the critical areas of training, health and wellness, life safety services, and communications.

### Training

The training and educational resources will be examined to determine if there are opportunities to improve training through improved cooperation and coordination.

### Community Risk Reduction

Community Risk Reduction services will be reviewed to ensure the agencies operate effective programs for fire prevention, life safety, hazard risk reduction, and detecting, reporting, and controlling fires and medical emergencies. The programs will be reviewed to determine:

- What fire prevention codes have been adopted?
- What inspection programs are in place, and what role do suppression personnel play?
- What type of public education programs are provided by the agencies?
- What is the agency's role in investigating fires in its jurisdiction? Are outside agencies used to investigate certain fires?

The result of this task will provide an understanding of community risk reduction efforts in the service areas and identify opportunities to improve cooperation in these areas.

### TASK RESULT

This task will conclude with an interim deliverable that illustrates the organizational structure, current services provided, performance, and capabilities of fire and rescue services in the City and County.

### TASK 3: FINANCIAL AND COST ANALYSIS

The project team will review current budgets, financial documents, cost reports, and revenue sources for both departments.

These will be used to distinguish between fixed and variable costs, as well as to analyze historical trends in expenditures and revenues for each department. These will be utilized against the consolidation models being considered to identify any impacts on staffing, equipment, facilities, and administrative needs and to pinpoint potential redundancies and efficiencies that could be realized in each consolidation option.

Once this information is analyzed, combined operational budgets will be developed that incorporate staffing adjustments, capital and equipment needs, maintenance, training, and administrative costs. Costs related to transitional needs for each option will also be calculated.

Once the costs for each model have been identified, the current revenue streams and their stability will be analyzed. Opportunities for additional revenue will also be explored, including:

- Service fees
- Grants and federal or state funding opportunities
- Insurance reimbursements

Potential cost savings and efficiency projections resulting from consolidation will be identified to include cost reductions and reduced duplication to allow understanding of short and long-term savings projections.

The financial analysis will include full budgetary projections for any one-time and ongoing costs associated with a merged service environment and the revenue sources needed to fund the system.

### TASK RESULT

This task will conclude with a financial analysis of the costs associated with operating in a merged service environment and the revenue required to support the countywide fire and rescue system.

## TASK 4: GOVERNANCE AND LEGAL REVIEW

The project team will initiate this task with a comprehensive review of relevant documentation related to the current services, including existing agreements, local ordinances, policies, and state legislation relevant to consolidation and governance options.

Specific statutes to be reviewed to interpret how potential governance models will be influenced will include:

- **Statute 163:** Local government comprehensive planning; implications for fire governance.
- **Statute 189.031:** Requirements for public records and meetings for local governments and special districts, including fire districts.
- **Statute 191:** Procedures for establishing and operating special districts, including fire districts.
- **Statute 175:** Property and casualty insurance pools and related cooperative arrangements.

Next, the project team will identify the alternative governance models that are available to the agencies, including contractual agreements, interlocal agreements, the creation of a special district, or a municipal authority structure. This will ensure each option can be fully evaluated against the following criteria:

- Compliance with statutory provisions
- Impact on service delivery
- Administrative and operational considerations
- Political and community concerns
- Fiscal implications

Once all governance options are fully vetted, we will confirm the legal viability and finalize funding implications, including potential budgets, grants, and revenue sources.

### TASK RESULT

This task will conclude with a full evaluation of legal requirements and governance options available for a merged service environment.

## TASK 5: CONSOLIDATION OPTIONS AND RECOMMENDATIONS

Using the data analysis and information gained from the previous tasks, various alternatives can then be tested to determine which may be the “optimal” solution(s) for the service delivery system in the communities and opportunities for improved shared services or consolidation of the fire service delivery systems.

The analysis conducted as part of this task will ensure each option is vetted to determine the following:

- Are there opportunities to reduce redundancies through a reduction in stations?
- Are there opportunities to reduce operations, administrative, and support redundancies?
- Are there opportunities to improve community risk reduction through a shared service approach?
- Are there opportunities to improve personnel training through a regional approach?
- Are there opportunities for cost savings through combined purchasing?

After determining the potential options available to the agencies that should be considered as feasible, a cost-benefit analysis will be developed for presentation in the project report. This analysis will examine:

### **COSTS**

- Implementation costs (facility, apparatus, equipment, technology, etc.)
- Ongoing operational costs (staffing, training, maintenance, etc.)
- Potential costs associated with service disruptions during the transition.
- Legal and administrative costs.
- Labor and pension costs, including Ch. 175 compliance and collective bargaining.

### **BENEFITS**

- Reduced operational costs through economies of scale.
- Improve service delivery (initial response time, effective response force, unit utilization)
- Enhanced safety of personnel and the community.
- Increased efficiency and effectiveness of resource allocation.
- Improved training and professional development opportunities.
- Increased purchasing power.
- Reduced redundancies.
- Industry best practices.

### **OPERATIONS**

Findings of the operational analysis used to examine the impacts of consolidation, including:

- Impacts to coverage and response times.
- Station location and infrastructure implications.

Risk assessment and mitigation strategies represents an additional critical component of this analysis.

The financial analysis will include full budgetary projections for any one time and ongoing costs associated with a merged service environment and the revenue sources need to fund the system.

## TASK RESULT

This task will conclude with a financial analysis of the costs associated with operating in a merged service environment and the revenue required to support the new system.

## TASK 6: FINAL REPORT AND PRESENTATION

The draft final report combines the analytical steps and interim deliverables into one document, including recommendations. The recommendations made as part of the study must be specific, measurable, prioritized, and associated with a detailed and comprehensive timeline for implementation, including:

- An executive summary that summarizes the significant findings of the study.
- Comprehensive analysis of workload, staffing, and deployment for each department function.
  - Identification of targets and gaps in supervisory spans of control for each function.
  - Providing the department with the tools used by the project team, to replicate in the future.
  - Best practices analysis, providing an actionable plan for the department to address gaps and improvement opportunities where they exist.
- Incorporation of stakeholder input, including internal input as well as community stakeholders.
- The feasibility options analysis, detailing the governance, organizational, staffing, and cost-benefit considerations for each of the options available for providing fire protection services in the region.
- Detailed projections of future growth and development over the next 10 years, highlighting associated impacts on service demand and how those impacts translate into staffing needs for every fire department functional area, as well as facility implications and budgetary projections to support any recommended changes over the next five years.
- A comprehensive list of recommendations, including staffing needs for each function within the department. Recommendations will also include any associated costs and prioritization strategies.

The draft final report will be reviewed with the project steering committee. As requested, the project team will be available to present to city and county elected officials in a public meeting if desired.

## TASK RESULT

The final report will build upon all interim deliverables to provide a comprehensive analysis of the department and plan for implementation. We will be available to present the findings and recommendations as needed thereafter.

A timeline can be found in *Implementation & Project Management*.

EXHIBIT B  
INSURANCE REQUIREMENTS

**Certificate must state City of Lake City as Certificate Holder**

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT C  
PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

## FINANCIAL PROPOSAL

Matrix Consulting Group, Ltd. is pleased to submit our cost proposal, as outlined in the following table, which details the hours by task and consultant level. We propose to complete this engagement for a fixed price of **\$77,936**, as shown below:

	Project Manager	Lead Analyst	GIS/Project Analysts	Total Hours	Cost
1. Initiation/Interviews	32	16	8	56	\$12,560
2. Operational Analysis	24	40	16	80	\$16,368
3. Financial and Cost Analysis	8	24	16	48	\$9,296
4. Governance and Legal Review	24	32	16	72	\$14,880
5. Consolidation Opportunities	16	24	8	48	\$9,952
6. Final Report and Presentation	24	32	16	72	\$14,880
Total Hours	128	168	80		
Hourly Rate	\$256	\$186	\$174		
<b>Total Cost</b>					<b>\$77,936</b>

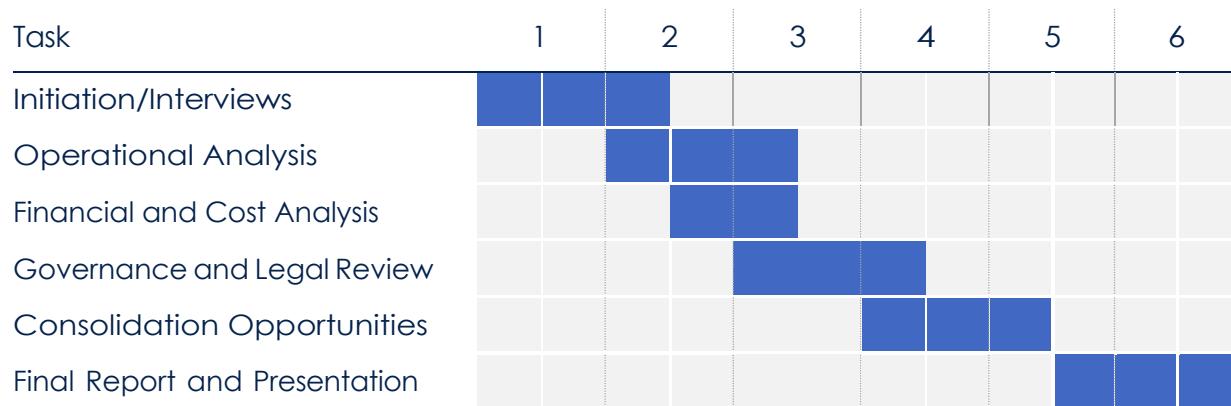
We typically bill monthly for actual time incurred. We have completed the online form within the OpenGov procurement portal. **The cost figures shown above are inclusive of all travel-related expenses.**

## IMPLEMENTATION AND PROJECT MANAGEMENT

The following section contains a project timeline, an overview of our project management approach, and information about the proposed project team.

### TIMELINE

We propose to conduct this assessment in six months, as shown below.



This timeline can be adjusted based on City and Department priorities and preferences.

### PROJECT MANAGEMENT AND QUALITY CONTROL

We strongly believe in effectively managing each consulting engagement and utilizing formal project management techniques in our studies. These techniques include:

- Use project management software to create timelines, track utilization, and communicate.
- Expectations and results of the project team and our clients are managed weekly by developing and utilizing formal project schedules and reporting tools.
- All project work activities are defined in advance and tied to each project team member, deliverables, schedule, and budget.
- The project manager and lead analysts develop general and project-specific data collection plans and interview guides for all our staff.
- At project initiation, we will establish a series of progress meetings with the project steering committee and other key stakeholders as needed to review interim deliverables and findings as they are developed. This collaborative approach throughout the engagement ensures that there are no surprises and works to maximize buy-in at all levels.

EXHIBIT D  
PAYMENT/INVOICES

**PAYMENT/INVOICES:**

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department  
Attn: Accounts Payable  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

**INVOICE INFORMATION:**

**Contractor Information** ..... Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To** ..... Billing address to which you are requesting payment be sent

**Invoice Date** ..... Creation date of the invoice

**Invoice Number** ..... Company tracking number

**Shipping Address** ..... Address where goods and/or services were delivered

**Ordering Department** ..... Name of ordering department, including name and phone number of contact person

**PO Number** ..... Standard purchase order number

**Ship Date** ..... Date the goods/services were sent/provided

**Quantity** ..... Quantity of goods or services billed

**Description** ..... Description of services or goods delivered

**Unit Price** ..... Unit price for the quantity of goods/services delivered

**Line Total** ..... Amount due by line item

**Invoice Total** ..... Sum of all of the line totals for the invoice

**EXHIBIT E**  
**DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS**

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
  - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F  
PERFORMANCE BOND

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(Document to be Provided Prior to Agreement Execution if Required by Bid/Proposal Request)

No performance bond is required for this contract.

**File Attachments for Item:**

12. Discussion and Possible Action - Consider appointment to Planning and Zoning Board to fill unexpired term through October 31, 2028 for Seat 3-F.

Applicant: Kendria Jones

**CITY OF LAKE CITY, FLORIDA  
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Kendria Jones N.  
First Name Last Name Middle Initial  
842 SE Saint Johns Street  
Home Address  
Lake City Florida 32025  
City State Zip  
(386) 623-3414 Cell# jones.kendria@yahoo.com  
Phone Number Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

Beautification Advisory Committee \_\_\_\_\_

Community Redevelopment Advisory Committee \_\_\_\_\_

Utility Advisory Committee \_\_\_\_\_

Planning and Zoning Board

Board of Trustees – Municipal Firefighters Pension Trust Fund \_\_\_\_\_

Board of Trustees – General City Employees Retirement Plan \_\_\_\_\_

Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund \_\_\_\_\_

Charter Review \_\_\_\_\_

Other: \_\_\_\_\_

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

ACI INC (Certified, Master's in Public Administration)  
Over 15 years experience in Customer Service, Bachelor's in  
Criminal Justice, Over 15 years experience in Corrections.

**KENDRIA N. JONES**  
**842 SE SAINT JOHN STREET- LAKE CITY, FL 32025**  
**jones.kendria@yahoo.com**  
**(386) 623-3414**

## **QUALIFICATIONS**

I possess over 15 years' experience in corrections, over 3 years' experience as a judicial assistant, and over 6 years' experience as a Customer Service Representative and Supervisor. want from the

## **OBJECTIVE**

Seeking a public administration role to leverage strong communication and organizational skills to contribute to efficient policy implementation, while expanding knowledge and gaining valuable experience.

## EDUCATION

Columbia High School,  
High School Diploma, Lake City, Florida  
June 1999

American InterContinental University  
Bachelor's Degree in Criminal Justice & Case Management Schaumburg, IL  
July 2016–February 2017

Strayer University Jacksonville, FL  
Master's Degree in Public Administration October 2017-September 2020

## **PROFESSIONAL EXPERIENCE**

**Corrections Corporation of America**  
**Classification Release Officer/Sentence Specialist/Case Manager** August 2009-  
**Present**

- Work closely with ADO Staff and Department Heads to resolve any/all discrepancies
- Member of the Institutional Classification Team which approves special and restricted housing, transfers, job assignments, academic, vocational, and mandatory program enrollments
- Ensure all information relating to cases is accurate and appear as it was imposed by court
- Handle all end of sentence documentation
- Input and update information in systems pertaining to the release of inmates
- Communicate closely with various correctional facilities, Probation and Parole, and various criminal justice agencies within the United States to include Department of Homeland Security/Immigration
- Prepare necessary documentation for inmates pending outside court appearances
- Assist with the onboarding and training of new clerks and case managers
- Maintain an exceptional daily working relationship assisting and facilitating others to accomplish goals set by administration and other departments
- Make contact with Florida Department of Corrections to ensure all discrepancies with inmate sentences are corrected
- Contact Central Office advising the imposition of amended, vacated, and new sentences
- Assist inmates with ensuring they are identification ready prior to release as an attempt to reduce recidivism
- Answer inmate's request pertaining to issuance of gain time, court-imposed sentence, phone request, or other inmate needs or concerns
- Counsel with inmates regarding appropriate program placement and skills necessary for successful re-entry to the community upon release, coordinate placement of the inmate into the programs, monitor and evaluate progress and ensure completion of programs is documented in the inmate records.

- Assist the Classification Supervisor in the review and implementation of appropriate departmental policies and procedures
- Act as Classification Supervisor as necessary

**Wainwright Judicial Services,  
Judicial Assistant  
August 2009**

**October 2006-**

- **Attend court hearings**
- **Prepare official documents such as affidavits, warrants, and other court correspondences**
- **Obtain personal and confidential information from offenders whom have been sentenced to probation**
- **Ensure that all terms of probation are being followed and completed in the time allotted**
- **Provide sentence information and instruct offenders on the terms of their probation**
- Communicate with various departments within the judicial system to provide, collect, and maintain information on the offenders in which the office is responsible for supervising

**BellSouth Telecommunications,  
Call Center Lead**

**January 2000-August 2006**

- **Provide general information to the public to include addresses, telephone numbers for residential and commercial customers**
- **Supervise and assist a team of up to 50 communications employees with incoming customer calls**
- **Managed call quality and conflict resolution**
- **Managed work schedules of team members based on need and availability**