
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

June 20, 2023 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 6/16/2023: Item 6; resolution added, Item 12 agenda item revised and supporting documentation added, Item 14 supporting documentation added

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

Pledge of Allegiance

Invocation - Council Member Jake Hill, Jr.

Roll Call

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

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

Proclamations - None

Minutes

[1.](#) June 5, 2023 Regular Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

- [2.](#) Approval to award Bid No. ITB-011-2023 Purchase of Ground Power Unit (GPU) to Mark C. Pope Associates, Inc., lowest bidder, for \$49,995.00. Funding sources are \$45,000.00 from the Public Transportation Grant Agreement from Florida Department of Transportation and the remainder of \$4,995.00 from the Airport's Operating Expense/Operating Supplies Account.

Presentations - None

Old Business

Ordinances

Open Public Hearing

- [3.](#) City Council Ordinance No. 2023-2250 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.20 to Article III, Chapter 86, which provides for the partial abandonment of a 20.00 foot water and sewer utility easement as a portion of Parcel 1 of Official Records Book 776, Page 1724, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (U-Haul)

Passed on first reading 6/5/2023

Close Public Hearing

Adopt City Council Ordinance No. 2023-2250 on final reading

Open Public Hearing

- [4.](#) City Council Ordinance No. 2023-2251 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86.110.21 to Article III, Chapter 86, which provides for the permanent closing of all that portion of Waldron street lying wholly in Section 33, Township 3 South, Range 17 East, Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (Tractor Supply)

Passed on first reading 6/5/2023

Close Public Hearing

Adopt City Council Ordinance No. 2023-2251 on final reading

Open Public Hearing

- [5.](#) City Council Ordinance No. 2023-2252 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, revising the boundaries of the four (4) separate Election Districts, consisting of Districts 10, 12, 13, and 14, created by and described in Section 301(C) of Article III of the City Charter, as authorized and required by Section 301(E) of Article III of the City Charter; redefining the boundaries, pursuant to State Law and the Voting Rights Act, of each District 10, 12, 13, and 14 to insure that each separate District has approximately the same number of residents in accordance to 2020 Census Data, by population; providing that the General law of the State of Florida on the subject of Elections shall apply to all City Elections in the absence of conflicts with the City Code and City Charter; providing for the repeal of ordinances in conflict with any of the provisions of this ordinance; providing for severability; providing for codification; and providing for an effective date.

Passed on first reading 6/5/2023

Close Public Hearing

Adopt City Council Ordinance No. 2023-2252 on final reading

Resolutions - NoneOther Items - None**New Business**Ordinances - NoneResolutions

- [6.](#) City Council Resolution No. 2023-068 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Amendment Number One to the contract between the City and Anderson Columbia Co., Inc., for annual asphalt services; providing for additional costs; and providing for an effective date.
- [7.](#) City Council Resolution No. 2023-069 - A resolution of the City Council of the City of Lake City, Florida, amending the Grant Agreement between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc. dated June

21,2022; providing for conflicts; providing for severability; and providing for an effective date.

- [8.](#) City Council Resolution No. 2023-071 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$113,942.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date.
- [9.](#) City Council Resolution No. 2023-072 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance and execution of a Grant Agreement with the Federal Aviation Administration; providing for improvements to the South airfield drainage study at the Lake City Gateway Airport; providing for the receipt of up to \$148,500.00 in allowable costs; and providing an effective date.
- [10.](#) City Council Resolution No. 2023-073 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a lease agreement with Jayviation, Inc. for the leasing of a parking lot located at the Lake City Gateway Airport for a month-to-month term.

Other Items

- [11.](#) Discussion and Possible Action: Designation of Florida League of Cities Voting Delegate (Mayor Witt)

The Florida League of Cities' Annual Conference will be held in Orlando, Florida from August 10-12, 2023. It is important for each municipality to designate one official as "voting delegate" to participate in voting for League leadership and adoption of resolutions that determine the direction of the League.

- [12.](#) Discussion and Possible Action: Authorize the City Attorney to obtain an opinion from the Attorney General in regards to the constitutional requirement of clemency in the recent appointment of Sylvester Warren to the Planning & Zoning Board/Board of Adjustments/Historic Preservation Agency. (Council Member Todd Sampson)
13. Discussion and Possible Action: Interaction between City Clerk and City Attorney; Interaction between City Clerk, City Attorney, and the City Council (Council Member Chevella Young)
- [14.](#) Discussion and Possible Action: Attorney Bills (Council Member Chevella Young)

Departmental Administration

15. Discussion and Possible Action: Consider implementing a 3.5% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card (Customer Service Director Katrina Medearis)

Comments by Council Members

Adjournment

UPCOMING DATES OF INTEREST

June 29, 2023 at 6:00 PM-Council Workshop - City Hall and Vacant Lots and Structuring of Advisory Committees

July 3, 2023 at 5:30 PM-Council Workshop- Retake Council Group Photo

YouTube Information

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

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

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

File Attachments for Item:

1. June 5, 2023 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on June 5, 2023 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

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

City Attorney
City Manager
Sergeant-at-Arms
City Clerk

PROCLAMATIONS – None

MINUTES

1. May 15, 2023 Regular Session

Mr. Hill made a motion to approve the May 15, 2023 Regular Session minutes as presented. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Ms. Young recommended removing Item #19 and made a motion to approve the agenda as amended. Mr. Sampson seconded the motion and the motion carried unanimously on a voice vote.

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Barbara Foreman – spoke on noisy railcars parked on tracks in her neighborhood.
Mr. Hill made a motion authorizing the City Attorney to send a letter to Florida Gulf Atlantic Railroad, regarding frozen cars on tracks. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

- Ron Worley
- Barbara Carpenter
- Ken Bochette
- Shawn Holmgren
- Sylvester Warren
- Glenel Bowden

APPROVAL OF CONSENT AGENDA – None

PRESENTATIONS

2. Brendan McKitrick and Farah Rajae with James Moore & Company - PowerPoint - Annual Audit for the Year Ended September 30, 2022

Zach Chalifour with James Moore & Company gave a PowerPoint presentation of the FY22 audit.

Note: Will need motion to accept annual audit for FY22 as presented by James Moore & Company.

Mr. Hill made a motion to accept the annual audit for FY22 as presented. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

3. Aaron Tripensee - Commercial Business Traffic on Laurel Lane

Mr. Tripensee presented four photos to members and spoke in opposition of Commercial Business activity on Laurel Lane.

PUBLIC COMMENT: Buddy Slay

Mr. Sampson suggested for staff to look into this.

OLD BUSINESS

Ordinances

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2245. City Council Ordinance No. 2023-2245 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2245. No one asked to speak on City Council Ordinance No. 2023-2245, therefore Mayor Witt closed the public hearing.

4. City Council Ordinance No. 2023-2245 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-02, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from Residential, Moderate Density (less than or equal to 4 dwelling units per acre) to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing for an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2245 on final reading, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 23-02, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, and providing for changing the Future Land Use Classification from Residential, Moderate Density (less than or equal to 4 dwelling units per acre) to Residential, Medium Density (less than or equal to 8 dwelling units per acre) of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2246. City Council Ordinance No. 2023-2246 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2246. No one asked to speak on City Council Ordinance No. 2023-2246, therefore Mayor Witt closed the public hearing.

5. City Council Ordinance No. 2023-2246 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City

Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-02, by the property owner of said acreage; providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential, Multiple Family-1 (RMF-1) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2246 on final reading, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of more than ten contiguous acres of land, pursuant to an application, Z 23-02, by the property owner of said acreage, and providing for rezoning from Residential, Single Family-2 (RSF-2) to Residential, Multiple Family-1 (RMF-1) of certain lands within the Corporate Limits of the City of Lake City, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2023-2247. City Council Ordinance No. 2023-2247 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2023-2247. No one asked to speak on City Council Ordinance No. 2023-2247, therefore Mayor Witt closed the public hearing.

6. City Council Ordinance No. 2023-2247 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86.110.19 to Article III, Chapter 86, which provides for the permanent vacating of the 30.00 foot wide utility easement located at Parcel 2 at Lot "B" Brookside Subdivision, a Subdivision according to the plat thereof recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2247 on final reading, amending the City Code to add a new Section Number 86.110.19 to Article III, Chapter 86, which provides for the permanent vacating of the 30.00 foot wide utility easement located at Parcel 2 at Lot "B" Brookside Subdivision, a Subdivision according to the plat thereof recorded in Plat Book 3, Page 45, of the Public Records of Columbia County, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

Resolutions – None

Other Items

7. Richardson Community Center Update (City Attorney Todd Kennon)

Mr. Kennon reported after the County accepted the deed for the community center, there was the discussion of a joint board with the County. The County opted to take a different direction and issued a Licensing Agreement with the Richard Community Center Board.

Mr. Sampson suggested the City issue a separate license agreement with the County that supports what programs the City would fund.

Mr. Hill spoke in support of funding programs.

Mr. Kennon reported he would provide the license agreement once he received it from the County.

Mr. Jernigan spoke in support of keeping Mr. Dyal involved in this process.

PUBLIC COMMENT: Shawn Holmgren; Anna Eversole; Vanessa George

8. Property next to Sallie Mae Jerry Park Update (City Attorney Todd Kennon)

Mr. Kennon confirmed notices have been sent for both pieces of property next to the park and reported a complaint would be drafted within the next week to ten (10) days.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson inquired about an ordinance for City parks. Mr. Kennon reported he is working on an ordinance for all parks that would enforce curfew.

9. Ordinance to prevent open flea markets, junk cars, etc. on Marion Avenue Update (City Attorney Todd Kennon)

Mr. Kennon stated the owner was very cooperative and receptive to removing the items relating to Code Enforcement issues on the Marion Avenue property. Code Enforcement provided the property owner forty-five (45) days for compliance.

PUBLIC COMMENT: Sylvester Warren; Shawn Holmgren (Mr. Holmgren was removed from the meeting at this time)

Mr. Sampson confirmed flea markets and yard sales were in the ordinance.

Mr. Jernigan stated this discussion needed to go through Mr. Dyal.

Mr. Dyal reported the LDR's are currently being revised.

10. Discussion and Possible Action: Moving downtown historical sign (City Manager Paul Dyal)

Mr. Dyal referenced the February 22, 2022 Regular Session Meeting minutes where members voted to move the downtown historical sign. He stated there were questions in the past as to where the historic district is, and some members of the public had opposed moving the sign. Mr. Dyal asked for direction from members.

Mr. Sampson and Mr. Hill spoke in favor of moving the sign.

PUBLIC COMMENT: Sylvester Warren

Mr. Dyal stated once a deed or easement was received from the property owner allowing the sign to be placed, the City would move forward.

11. Discussion and Possible Action: Annie Mattox Park Interlocal Agreement - Level 2 Background Check Requirements (Council Member Chevella Young)

Mr. Kennon reported the terms of the agreement could be modified by Council action. He stated it would be contingent upon the Annie Mattox Board accepting the modification to the terms of the agreement.

Ms. Young made a motion to eliminate the Level 2 Background Check Requirements (Sections 3.B. ii a. and b.). Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Mr. Jernigan	Nay
Mayor Witt	Nay

Mr. Dyal asked for direction on getting courts at the park resurfaced, as he did not want to lose current bid costs.

PUBLIC COMMENT: Sylvester Warren

Mr. Sampson made a motion to move forward with the basketball courts. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

NEW BUSINESS

Ordinances

12. City Council Ordinance No. 2023-2250 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.20 to Article III, Chapter 86, which provides for the partial abandonment of a 20.00 foot water and sewer utility easement as a portion of Parcel 1 of Official Records Book 776, Page 1724, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2023-2250 on first reading, amending the City Code to add a new Section Number 86-110.20 to Article III, Chapter 86, which provides for the partial abandonment of a 20.00 foot water and sewer utility easement as a portion of Parcel 1 of Official Records Book 776, Page 1724, of the Public Records of Columbia County, Florida. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Jernigan	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

13. City Council Ordinance No. 2023-2251 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.21 to Article III, Chapter 86, which provides for the permanent closing of all of that portion of Waldron Street lying wholly in Section 33, Township 3 South, Range 17 East, Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date.

Mr. Kennon reported this ordinance was revised late that afternoon and did not need a utility easement as identified in (Section 4).

Ms. Young made a motion to approve City Council Ordinance No. 2023-2251 on first reading, amending the City Code to add a new Section Number 86-110.21 to Article III, Chapter 86, which provides for the permanent closing of all of that portion of Waldron Street lying wholly in Section 33, Township 3 South, Range 17 East, Columbia County, Florida. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.

Ms. Young	Aye
Mr. Sampson	Aye
Mr. Hill	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

14. City Council Ordinance No. 2023-2252 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, revising the boundaries of the four (4) separate election districts, consisting of Districts 10, 12, 13, and 14, created by and described in Section 301(C) of Article III of the City Charter, as authorized and required by Section 301 (E) of Article III of the City Charter; redefining the boundaries, pursuant to State Law and the Voting Rights Act, of each District 10, 12, 13, and 14 to insure that each separate District has approximately the same number of residents in accordance to 2020 Census Data, by population; providing that the General Law of the State of Florida on the subject of elections shall apply to all City Elections in the absence of conflicts with the City Code and City Charter; providing for the repeal of ordinances in conflict with any of the provisions of the ordinance; providing for severability; providing for codification; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Ordinance No. 2023-2252 on first reading, revising the boundaries of the four (4) separate election districts, consisting of Districts 10, 12, 13, and 14, created by and described in Section 301(C) of Article III of the City Charter, as authorized and required by Section 301 (E) of Article III of the City Charter; redefining the boundaries, pursuant to State Law and the Voting Rights Act, of each District 10, 12, 13, and 14 to insure that each separate District has approximately the same number of residents in accordance to 2020 Census Data, by population; providing that the General Law of the State of Florida on the subject of elections shall apply to all City Elections in the absence of conflicts with the City Code and City Charter, and providing for the repeal of ordinances in conflict with any of the provisions of the ordinance. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

Resolutions

15. City Council Resolution No. 2023-058 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Mayor to execute and deliver an easement conveying said easement to identified landowners located on West boundary of City owned property located in the NW ¼ of the NE ¼ of Section 23, Township 4 South, Range 16 East, Columbia County, Florida. (Property near Sprayfield) **Mr. Sampson made a motion to approve City Council Resolution No. 2023-058, authorizing the Mayor to execute and deliver an easement conveying said easement to identified landowners located on West boundary of City owned property located in the NW ¼ of the NE ¼ of Section 23, Township 4 South, Range 16 East, Columbia County, Florida. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

16. City Council Resolution No. 2023-060 - A resolution of the City Council of the City of Lake City, Florida, appointing Robert Milligan and Tim Parisi as elected members of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-060, appointing Robert Milligan and Tim Parisi as elected members of the Board of Trustees of the Lake City Municipal Police Officers Retirement Trust Fund. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

17. City Council Resolution No. 2023-061 - A resolution of the City Council of the City of Lake City Florida, authorizing the execution of a second Amendment to the Interlocal Agreement with Columbia County, Florida related to the Emergency Home Repair Program for eligible citizens; providing for severability; providing for conflicts; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-061, authorizing the execution of a second Amendment to the Interlocal Agreement with Columbia County, Florida related to the Emergency Home Repair Program for eligible citizens. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Ms. Young	Aye
Mr. Hill	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

18. City Council Resolution No. 2023-062 - A resolution of the City Council of the City of Lake City, Florida, rescinding City Council Resolution No. 2023-003 and rescinding the acceptance of the Federally Funded Community Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center for the use of Covid testing and vaccinations and reimburse the City for certain costs expended up to an amount of \$2,000,000.00.

PUBLIC COMMENT: Glenel Bowden

Mr. Dyal provided an update on the conference call with the Department of Economic Opportunity (DEO), and stated there was a violation of the grant when the County recorded the deed. Mr. Dyal explained the City could try for a waiver. It would take six (6) months to a year for the DEO to review the application as the grant agreement has been violated.

PUBLIC COMMENT: Sylvester Warren

Mayor Witt made a motion to approve City Council Resolution No. 2023-062, rescinding City Council Resolution No. 2023-003 and rescinding the acceptance of the Federally Funded Community Block Grant Cares (CDBG-CV) Subgrant Agreement with the Florida Department of Economic Opportunity to facilitate the rehabilitation of the existing Richardson Community Center for the use of Covid testing and vaccinations and reimburse the City for certain costs expended up to an amount of \$2,000,000.00. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mayor Witt	Aye
Mr. Hill	Aye
Mr. Sampson	Nay
Ms. Young	Aye
Mr. Jernigan	Nay

19. City Council Resolution No. 2023-063 - A resolution of the City Council of the City of Lake City, Florida, rescinding City Council Resolution Number 2023-059 and the appointment of Sylvester Warren, III.

This Item was removed under Approval of Agenda.

20. City Council Resolution 2023-064 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Amendment Number One to

Agreement LP12031 with the Florida Department of Environmental Protection for the reimbursement of up to \$1,800,000.00 in costs incurred in connection with enhancing the quality of water quality improvement project; providing for an extension of the agreement to December 31, 2025; and providing for an effective date. **Mr. Sampson made a motion to approve City Council Resolution No. 2023-064, authorizing the execution of Amendment Number One to Agreement LP12031 with the Florida Department of Environmental Protection for the reimbursement of up to \$1,800,000.00 in costs incurred in connection with enhancing the quality of water quality improvement project, and providing for an extension of the agreement to December 31, 2025. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Sampson	Aye
Mr. Jernigan	Aye
Mr. Hill	Aye
Ms. Young	Aye
Mayor Witt	Aye

21. City Council Resolution No. 2023-065 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Number Two to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to Gwen Lake; providing for payment for the professional services at a cost not to exceed \$23,700.00; and providing an effective date. **Mr. Hill made a motion to approve City Council Resolution No. 2023-065, authorizing the execution of Task Assignment Number Two to the continuing contract with Wetland Solutions, Inc., providing for engineering services related to Gwen Lake, and providing for payment for the professional services at a cost not to exceed \$23,700.00. Mr. Sampson seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mr. Jernigan	Aye
Mayor Witt	Aye

22. City Council Resolution No. 2023-066 - A resolution of the City Council of the City of Lake City, Florida, amending the Personnel Manual for the City; authorizing and adopting a Retirement Bonus Policy; incorporating the Retirement Bonus Policy into Chapter 14 Employee Benefits of the Personnel Manual; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

Mr. Sampson stated this was a way to show appreciation to staff.

Mr. Jernigan made a motion to approve City Council Resolution No. 2023-066, amending the Personnel Manual for the City; authorizing and adopting a Retirement Bonus Policy, and incorporating the Retirement Bonus Policy into Chapter 14 Employee Benefits of the Personnel Manual. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

Mr. Jernigan	Aye
Mr. Hill	Aye
Mr. Sampson	Aye
Ms. Young	Aye
Mayor Witt	Aye

23. City Council Resolution No. 2023-067 - A resolution of the City Council of the City of Lake City, Florida, amending the Personnel Manual for the City; authorizing and adopting a Graduation Token Policy; incorporating the Graduation Token Policy into Chapter 14 Employee Benefits of the Personnel Manual; and providing an effective date.

PUBLIC COMMENT: Glenel Bowden

Mr. Jernigan made a motion to approve City Council Resolution No. 2023-067, amending the Personnel Manual for the City; authorizing and adopting a Graduation Token Policy; incorporating the Graduation Token Policy into Chapter 14 Employee Benefits of the Personnel Manual. Ms. Young seconded the motion. The motion failed on a 1-4 vote.

Mr. Jernigan	Aye
Ms. Young	Nay
Mr. Hill	Nay
Mr. Sampson	Nay
Mayor Witt	Nay

Other Items

24. Lake Shore Hospital Authority Parcels Update (City Manager Paul Dyal)

Mr. Dyal reported as of today, he had not heard back from Dale Williams, the Executive Director of Lake Shore Hospital Authority.

25. Schedule Council Workshop(s) for the following:

- Discuss City Hall and Vacant Lots
- Structuring of Advisory Committees
- Citizens Review Board
- Retake Council Group Photo

Members concurred to schedule a Workshop to discuss City Hall & Vacant Lots on June 15, 2023 at 6:00 P.M.; a Workshop to discuss the structuring of advisory committees on June 29, 2023 at 6:00 P.M.; and to retake the Council group photo on July 3, 2023 at 5:30 P.M.

DEPARTMENTAL ADMINISTRATION – None

COMMENTS BY COUNCIL MEMBERS

PUBLIC COMMENT: Pamela Greene

Ms. Young voiced concerns with safety during public meetings.

ADJOURNMENT

Mr. Sampson made a motion to adjourn at 8:40 P.M. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. Approval to award Bid No. ITB-011-2023 Purchase of Ground Power Unit (GPU) to Mark C. Pope Associates, Inc., lowest bidder, for \$49,995.00. Funding sources are \$45,000.00 from the Public Transportation Grant Agreement from Florida Department of Transportation and the remainder of \$4,995.00 from the Airport's Operating Expense/Operating Supplies Account.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Ground Power Unit (GPU) Purchase

DEPT / OFFICE: Airport

Originator: Laura Kraft		
City Manager Paul Dyal	Department Director Ed Bunnell	Date 6/6/2023
Recommended Action: Request approval to accept lowest bid from ITB-011-2023 with Mark C. Pope Associates, Inc. (MCPGSE) for the purchase of a Ground Power Unit (GPU).		
Summary Explanation & Background: A solicitation for Invitation to Bid for purchase of GPU was published on 5/2/2023. ITB-011-2023 was opened and MCPGSE was the lowest bidder. The price to purchase the GPU from MCPGSE is \$49,995.00. The PTGA from the FDOT was approved for \$45,000.00 in regards to RES.2023-005. The additional funds in the amount of \$4,995.00 would come from the airport's operating expense /operating supplies account.		
Alternatives: Not accept bid.		
Source of Funds: Funds in account: Operating Expense/Operating Supplies to remaining cost of \$4,995.00. PTGA \$45,0000.00		
Financial Impact: \$4,995.00		
Exhibits Attached: ITB-011-2023 Solicitation, BID Tabulation, MCPGSE Quote, GPU Memo		

Date: 4/5/2023

Quotation No : 23-Q-85522

To: Lake City Gateway Airport
3524 E. US Hwy 90
Lake City, FL 32055

attn: Ed Bunnell
voice: 386-719-5853
fax:
eMail: bunnelle@lcfla.com
Re:
Your Ref:



Equipment Sales - Rentals - Service - Parts
ITW GSE - HOBART Ground Power

We are pleased to quote you on the following items:

Qty	Part Number	Description	Net Price Ea	Total Net	Condition	Delivery
1	DCE600CU2000T4	ITW GSE 6400 Jet-Ex Jet-Ex 8 GPU, Tier 4 28VDC Engine Drive Trailer Mount 4-Cylinder Cummins Tier 4 Final Diesel	49,995.00	49,995.00	New	22+ weeks
1	Delivery/Start-Up	Free delivery and start up/training.	0.00	0.00		

Payment Terms: Net 30 Days with Approved Credit

Freight Terms: Prepaid, added

FOB Point: Origin

Validity: 30 Days until 5/5/2023

Prices shall remain fixed for the above validity period.
If an order is not placed within said term, prices are
subject to change.

Total Net Price: \$49,995.00

Delivery Dates are approximate and subject to prior sale.

Sales Tax is applicable in AL, GA, TX, FL, CA, NC, SC.

Leased Items may be subject to sales tax, please inquire.

Sales Contact: **Phillip Harper**

Phone: **770-801-5596**

eMail: **phillip.harper@markcpope.com**

Fax: **770-801-5599**



Phone (386) 752-1066

3524 East US Hwy 90

Fax (386) 752-5584

Lake City, FL 32055

June 6, 2023

Lake City Gateway Airport is requesting to purchase a Ground Power Unit (GPU) from Mark C. Pope Associates, Inc. (MCPGSE) in regard to IYB-011-2023 in the amount of \$49,995.00. FDOT Grant (Res. 2023-005) was only approved for \$45,000.00. There are additional funds available in the Operating Expense/Operating Supplies account for the remaining cost of \$4,995.00.

Thank you,


Ed Bunnell, Airport Director

Date 6-7-2023


Paul Dyal, City Manager

Date 6-7-2023



City of Lake City
Procurement
Brenda Karr, Procurement Specialist
205 N. Marion Ave., Lake City, FL 32055

EVALUATION TABULATION

ITB No. ITB-011-2023

Purchase of Ground Power Unit (Re-Bid)

RESPONSE DEADLINE: May 29, 2023 at 4:00 pm

Report Generated: Tuesday, June 13, 2023

SELECTED VENDOR TOTALS

Vendor	Total
MCPGSE	\$49,995.00
Advance GSE Corp	\$59,900.00
Technology International, Inc.	\$81,200.00

PURCHASE OF GROUND POWER UNIT

PURCHASE OF GROUND POWER UNIT					Advance GSE Corp		MCPGSE		Technology International, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Purchase and delivery of Ground Power Unit	1	EA	\$59,900.00	\$59,900.00	\$49,995.00	\$49,995.00	\$81,200.00	\$81,200.00
Total						\$59,900.00		\$49,995.00		\$81,200.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION

ITB No. ITB-011-2023

Purchase of Ground Power Unit (Re-Bid)

Question Title	Advance GSE Corp	MCPGSE	Technology International, Inc.
References	Pass	Pass	Pass
Title and Organization	Pass	Pass	Pass
Local Office	Pass	Pass	Pass
Principal Office	Pass	Pass	Pass
Conflict of Interest Statement	Pass	Pass	Pass
Disputes Disclosure Form	Pass	Pass	Pass
Disputes Disclosure Form - Explanation	Pass	Pass	Pass
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass
Non-Collusion Affidavit	Pass	Pass	Pass
E-Verify Affirmation Statement	Pass	Pass	Pass
Bidder's Checklist	Pass	Pass	Pass
Clarifications and Exceptions	Pass	Pass	Pass
Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes			
Federal Identification No. (FEID)	Pass	Pass	Pass
Acknowledgments	Pass	Pass	Pass
Please indicate which statement applies.	Pass	Pass	Pass
Required Documents	Pass	No Response	Pass
Describe Action Taken	Pass	No Response	Pass

EVALUATION TABULATION

Invitation to Bid - Purchase of Ground Power Unit (Re-Bid)

Page 2

INVITATION TO BID
ITB-011-2023
PURCHASE OF GROUND POWER UNIT (RE-BID)

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: May 2, 2023

DEADLINE FOR QUESTIONS: May 15, 2023

RESPONSE DEADLINE: May 29, 2023, 4:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID
Purchase of Ground Power Unit (Re-Bid)

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	General Terms and Conditions.....
V.	Pricing Proposal
VI.	Vendor Questionnaire.....

Attachments:

A - Hobart_GPU_Specs.

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-011-2023

Sealed bids will be accepted by the City of Lake City, Florida until Monday, May 29, 2023 at 4:00 pm, local time through the City's e-Procurement Portal, OpenGov. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Purchase of Ground Power Unit (Re-Bid)

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, May 15, 2023 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of ninety (90) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Paul Dyal

City Manager

1.2. Contact Information

Brenda Karr

Procurement Specialist

205 North Marion Avenue

Lake City, FL 32055

Email: karrb@lcfla.com

Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.3. Timeline

Release Project Date	May 2, 2023
Question Submission Deadline	May 15, 2023, 4:00pm
Question Response Deadline	May 22, 2023, 4:00pm
Proposal Submission Deadline	May 29, 2023, 4:00pm
Contractor Selection Date	June 26, 2023

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for Purchase of Ground Power Unit.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Monday, May 29, 2023 at 4:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, May 22, 2023 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

- A. The Procurement Department may issue an addendum in response to any inquiry received, prior to the deadline for questions which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. Bidders will be notified by email when an any addendum are issued.
- B. It is the Bidders responsibility to ensure receipt of all addenda and any accompanying documentation. The Bidder is required to Acknowledge receipt of the addenda in the OpenGov system. Failure to acknowledge each addendum in the OpenGov system will prevent your bid from being submitted.

2.6. Contents of Solicitation and Bidders Responsibilities

It is the responsibility of the Bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Bidder will not be accepted as a basis for varying the requirements of the City or the amount to be paid to the vendor.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. Specifications

Please see attachment.

3.2. Approved Equivalent

Any manufacturers/ names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products must meet or exceed the quality of the specifications listed for any item. All request for "or equivalent" consideration must be received prior to the deadline for receiving questions.

3.3. Training

Vendor shall provide training to staff within 30 days of delivery.

3.4. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.5. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.6. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.7. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 8:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.8. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.9. Delivery

Delivery will be F.O.B. Destination at City of Lake City Airport located at 3524 East US Hwy 90, Lake City, FL 32055. Delivery shall be within sixty (60) calendar days of the Notice of Award. Contact will be Ed Bunnell at (386) 752-1066 or BunnellE@lcfla.com to coordinate delivery. Awarded supplier must give a minimum of 48 hours delivery notice.

3.10. Approved Equivalent

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equivalent" consideration must be received prior to the deadline for receiving questions.

3.11. Training

Vendor shall provide training to staff within 30 days of delivery.

3.12. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.13. Employees

- A. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)
- B. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
- C. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
- D. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
- E. Contractor shall be solely responsible for receiving all materials and equipment at site.

3.14. Disposal of Waste

The successful Contractor shall be responsible for the daily disposal of all waste materials, debris, and any and all excess materials, containers, etc. at an off-site location in accordance with local, state, and federal regulations. The City dumpsters are not to be used by the Contractor. Disposal of waste materials shall be in a proper manner in accordance with all environmental guidelines and regulations.

3.15. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 8:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.

3.16. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.
- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.17. Delivery

Delivery will be F.O.B. Destination at City of Lake City Airport located at 3524 East US HWY 90, Lake City, FL 32055. Delivery shall be within sixty (60) calendar days of the Notice of Award. Contact Ed Bunnell at (386) 752-1066 or BunnellE@lcfla.com to coordinate delivery. Awarded Supplier must give a minimum of 48 hours prior to delivery.

4. GENERAL TERMS AND CONDITIONS

4.1. Definitions

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Bid, Offer, or Response:** Shall refer to any bid, offer, or response submitted in regard to this Invitation to Bid that if accepted would bind the Contractor to perform the resultant contract.
- 1.3. **Bidder:** A general reference to any entity responding to this solicitation and must be the party entering into the Agreement with the City; also includes bidder, contractor, company, respondent, vendor, etc.
- 1.4. **Contract:** The Agreement to provide the goods or perform the services set forth in this solicitation.
- 1.4.1. **Purchase of Goods-** The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specified incorporated and a City purchase order.
- 1.4.2. **Performance of Services –** The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 1.5. **Contractor:** The vendor to whom award has been made.
- 1.6. **City:** Shall refer to City of Lake City, Florida.
- 1.7. **Required Bid Bonds –** Bidder is required to send in their bid bonds (if applicable) by the due date and time of the solicitation.
- 1.8. **Invitation to Bid (ITB):** Shall mean this solicitation document, including any Addenda, used to communicate City requirements to prospective bidders and to solicit bid responses from them.
- 1.9. **Language:** The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.
- 1.10. **Owner:** Shall refer to City of Lake City, Florida.
- 1.11. **Responsible:** Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.13. **Responsive:** Refers to a Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an ITB. Their bid, offer or response conforms to the instructions and format specified in the solicitation document.
- 1.14. **Solicitation:** The written document detailing the solicitation requirements and requesting bids, offers or submittals from Bidders.

4.2. Qualifications of Respondents

The City of Lake City reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

- A. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- B. Any Bidder may be required to show to the complete satisfaction of the City of Lake City that he/she has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.
- C. Bidder must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

4.3. Award

Award may be made to the Bidder which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

4.4. Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

4.5. Basis for Bidding

The total amount bid shall be based on quantities, unit prices and/or lump sum(s) according to the "Pricing Table" provided. Any quantities shown in the Pricing Table are estimates for the purpose of arriving at a total bid price for comparison of Bid Responses.

A Bidders bid prices shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence and the Procurement Department shall make and note the correction on the Final Bid Tabulation.

4.6. [Bidder Eligibility](#)

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:

- 6.1. Have NO delinquent indebtedness to the City of Lake City or other federal, state, or local agencies;
- 6.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
- 6.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
- 6.4. Be able to comply with the required or proposed delivery or performance schedule;
- 6.5. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
- 6.6. Have a satisfactory record of integrity and business ethics;
- 6.7. Be properly licensed by the appropriate regulatory agency for the work to be performed;
- 6.8. Not have any previous or current investigations, regardless of disposition or outcome, by the regulatory agency responsible for licensing Contractors; and
- 6.9. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

4.7. [Cancellation of Solicitation](#)

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

4.8. [Changing of Forms](#)

If the City discovers any bid forms submitted by a bidder in response to this solicitation have been altered the City may, at its discretion, disqualify the Bidder and not consider their bid for award.

4.9. [Tax Exempt](#)

The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The City will provide a tax exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with

the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.

4.10. Collusion Among Firms

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a bid for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

4.11. Conflict of Interest

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Lake City. Further, all respondents must disclose the name of any City of Lake City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidders firm or any of its branches.

4.12. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Supplemental Terms & Conditions the Statement of Work, the Schedule of Bid Items, or any addendum issued, the order of precedence shall be the last addendum issued, the Schedule of Bid Items, the Statement of Work, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

4.13. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

4.14. Cost of Preparing Bid Response

All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The City of Lake City shall not reimburse any Bidder for any such costs.

4.15. Execution of Contract

The Contractor to whom the City intends to award a Contract will be required to execute an Agreement within ten (10) days from the date of the Notice of Recommendation for Award, and deliver these executed instruments as instructed to the City of Lake City Procurement Department.

4.16. Interpretation of Contract Documents

Each Bidder shall thoroughly examine the Forms Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation to the Procurement Department at 205 N. Marion Ave., Lake City, FL 32055 or by email to procurement@lcfla.com. Your notification should be done immediately, but in not case no later than **seven (7) business days** before the due date and time.

The City shall not be responsible for oral interpretation given by any City representative, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Representative to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Lake City in accordance with the specifications.

4.17. Liability

The Contractor shall hold and save the City of Lake City, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

4.18. Notice to Proceed

Following contract award the City shall schedule with Contractor a pre-construction meeting. At that meeting the parties will mutually agree on a projects start date which will be used as the Notice to Proceed date. The City shall provide the Notice to Proceed (NTP) to the Contractor. Contractor shall sign NTP acknowledging receipt and agreeing to the dates. The performance period will be defined in the NTP using the NTP date with the days stated in the Time of Completion paragraph of the Contract Documents.

4.19. Price Bid

The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed form(s), and shall be firm for ninety (90) calendar days after the solicitation opening date, unless stated differently in the Special Terms and Conditions. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

4.20. Protests

Protests can only be made by Interested Parties. Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific

reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

4.21. Public Entity Crime

Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

4.22. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. 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.
- D. 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.

4.24. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.25. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.26. Schedule

- A. Upon receipt of all required documents a Notice to Proceed will be issued.

- B. The successful Contractor must complete all work within sixty (60) calendar days after delivery of equipment.

4.27. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.28. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.29. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.30. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.31. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.32. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.33. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.34. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

4.35. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.36. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

PURCHASE OF GROUND POWER UNIT

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Purchase and delivery of Ground Power Unit	1	EA		
TOTAL					

6. VENDOR QUESTIONNAIRE

6.1. [References*](#)

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. [Title and Organization*](#)

Please provide your title and organization's name.

*Response required

6.3. [Local Office*](#)

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. [Principal Office*](#)

Please provide the city and state for your Principal Office.

*Response required

6.5. [Conflict of Interest Statement*](#)

- A. The above named entity is submitting a Bid for the City of Lake City ITB-011-2023 described as Purchase of Ground Power Unit (Re-Bid).
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

*Response required

6.6. [Discloses Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

☐ None

*Response required

6.7. [Disc](#)
[putes Disclosure Form - Explanation*](#)

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. [Dis](#)
[putes Disclosure Form - Acknowledgement*](#)

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

*Response required

6.9. [Dr](#)
[ug Free Workplace Certificate*](#)

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

*Response required

6.10. No
n-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-011-2023, Purchase of Ground Power Unit (Re-Bid);
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;

- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.11. [E-Verify Affirmation Statement*](#)

ITB-011-2023-Purchase of Ground Power Unit (Re-Bid)

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

*Response required

6.12. [Bidder's Checklist*](#)

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

*Response required

6.13. [Clarifications and Exceptions*](#)

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. [Sworn Statement Under Section 287.133\(3\)\(n\), Florida Statutes on Public Entity Crimes](#)

6.14.1. *Federal Identification No. (FEID)**

Please provide your FEIN number here.

*Response required

6.14.2. *Acknowledgments**

- A. This sworn statement is submitted with ITB-011-2023.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

*Response required

6.14.3. *Please indicate which statement applies.**

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

*Response required

6.14.4. *Required Documents*

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. *Describe Action Taken*

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

File Attachments for Item:

3. City Council Ordinance No. 2023-2250 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.20 to Article III, Chapter 86, which provides for the partial abandonment of a 20.00 foot water and sewer utility easement as a portion of Parcel 1 of Official Records Book 776, Page 1724, of the Public Records of Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (U-Haul)

Passed on first reading 6/5/2023

ORDINANCE NO. 2023-2250

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.20 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PARTIAL ABANDONMENT OF A 20.00 FOOT WATER AND SEWER UTILITY EASEMENT AS A PORTION OF PARCEL 1 OF OFFICIAL RECORDS BOOK 776, PAGE 1724, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a parcel of land lying in Section 35, Township 3 South, Range 16 East, Columbia County, Florida recorded in the public records of Columbia County, Florida, contains a portion of land containing a 20.00 foot water and sewer utility easement; and

WHEREAS, maintenance of such undeveloped and unused parcels (right-of-way) creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the "City"); and

WHEREAS, the abutting landowner of a parcel of real property has petitioned the City in accordance with Section 86, Code (Sections 86-96 – 86-101), to vacate the following: PARTIAL ABANDONMENT OF 20.00 FOOT WATER AND SEWER UTILITY EASEMENT AS A PORTION OF PARCEL 1 OF OFFICIAL RECORDS BOOK 776, PAGE 1724, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA (hereinafter the "Parcel"; further identified in Exhibit A attached hereto); and

WHEREAS, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Parcel.

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

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

Section 2. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.20 which section reads as follows:

Section 86-110.20 PARTIAL ABANDONMENT OF 20.00 FOOT WATER AND SEWER UTILITY EASEMENT AS A PORTION OF PARCEL 1 OF OFFICIAL RECORDS BOOK 776, PAGE 1724, OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA.

Section 3. The City finds the Parcel to be surplus to its needs and that it is in the public interest to close and vacate the Parcel.

Section 4. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the vacated Parcel to its centerline and reserving a perpetual easement for utilities.

Section 5. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 6. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 7. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this _____ day of _____ 2023.

NOTICE PUBLISHED on this _____ day of _____ 2023.

PASSED AND ADOPTED on the second and final reading this _____ day of _____ 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

SKETCH AND DESCRIPTION

IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 EAST, LAKE CITY, COLUMBIA COUNTY, FLORIDA

DESCRIPTION - BY THIS FIRM

PARTIAL ABANDONMENT OF 20' WATER AND SEWER UTILITY EASEMENT:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 16 EAST, COLUMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 35 AND RUN SOUTH 06°26'28" WEST ALONG THE WEST BOUNDARY OF SAID SECTION 35, A DISTANCE OF 2853.10 FEET; THENCE SOUTH 83°33'32" EAST ALONG THE NORTH BOUNDARY OF A 25.00 FOOT PUBLIC UTILITY EASEMENT AS PLATTED ON THE PLAT OF GATEWAY CROSSING AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 114 OF THE AFORESAID PUBLIC RECORDS A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF A 20 FOOT WATER AND SEWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 776, PAGE 1724, PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA, ALSO BEING THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING THENCE SOUTH 78°06'45" EAST ALONG THE NORTHERLY BOUNDARY OF SAID EASEMENT, A DISTANCE OF 368.04 FEET TO THE WESTERLY BOUNDARY OF A 22.5 FOOT PUBLIC UTILITY EASEMENT AS PLATTED ON THE AFORESAID PLAT OF GATEWAY CROSSING; THENCE LEAVING SAID NORTHERLY BOUNDARY AND RUN SOUTH 17°59'44" WEST ALONG SAID WESTERLY BOUNDARY A DISTANCE OF 20.11 FEET TO THE SOUTHERLY BOUNDARY OF SAID 20 FOOT WATER AND SEWER EASEMENT; THENCE NORTH 78°06'45" WEST ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 363.99 FEET TO THE AFORESAID EASTERLY BOUNDARY OF A 25.00 FOOT PUBLIC UTILITY EASEMENT; THENCE NORTH 06°26'28" EAST, ALONG SAID EASTERLY BOUNDARY A DISTANCE OF 20.09 FEET TO THE POINT OF BEGINNING.

NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH AND DESCRIPTION IS BASED ON MEASUREMENTS CONDUCTED ON JULY 26, 2022.
3. BEARINGS ARE BASED ON AN ASSUMED BEARING OF SOUTH 06°26'28" WEST FOR THE WEST LINE OF SECTION 35

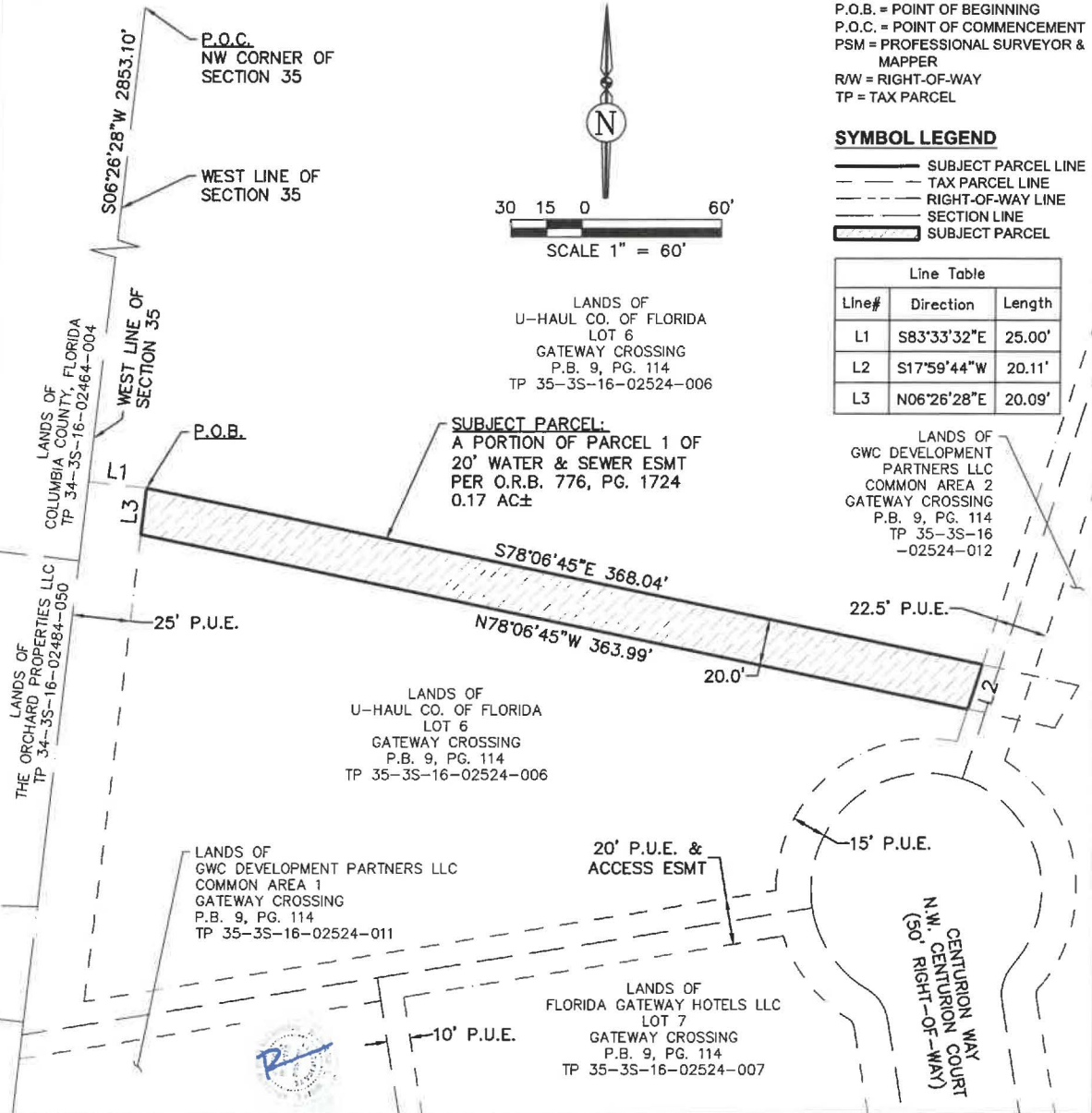
ABBREVIATIONS

LLC = LIMITED LIABILITY COMPANY
LS = LICENSED SURVEYOR
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT-OF-WAY
TP = TAX PARCEL

SYMBOL LEGEND

SUBJECT PARCEL LINE
TAX PARCEL LINE
RIGHT-OF-WAY LINE
SECTION LINE
SUBJECT PARCEL

Line Table		
Line#	Direction	Length
L1	S83°33'32"E	25.00'
L2	S17°59'44"W	20.11'
L3	N06°26'28"E	20.09'



JBPro
CIVIL ENGINEERING | LAND PLANNING
SURVEYING | CONSTRUCTION SERVICES

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4420 US-1 S, Suite 1 | St. Augustine, FL
1826 Oxbottom Lane | Tallahassee, FL
Toll Free: (844) Go-JBPro

THE MAP OF THE PROPERTY DESCRIBED HEREON WAS MADE UNDER MY SUPERVISION AND THIS SKETCH AND DESCRIPTION FURTHER MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THE SKETCH AND DESCRIPTION SHOWN HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE, BEING SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Florida License No. LS4816
Certificate of Authorization No. LB8031
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER OR VALID DIGITAL SIGNATURE IN ELECTRONIC FORM

Richard L. White
Richard L. White, PLS
Professional Land Surveyor

Digitally signed by Richard L. White
DN: cn=Richard L. White, o=US, *Florida, email=richard.white@jbpro.com
Date: 2023.04.11 07:01:28 -0400

CERTIFIED TO:

1. U-HAUL - LOT 6 GATEWAY CROSSING

Scale: 1"=60'
Drawn By: T. Hensley
Document Name: 587-22-01-SKD1
Document Date: 4/10/2023
Sheet: 1 of 1

Record of Vote on First Reading

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

Certification

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


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

4. City Council Ordinance No. 2023-2251 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86.110.21 to Article III, Chapter 86, which provides for the permanent closing of all that portion of Waldron street lying wholly in Section 33, Township 3 South, Range 17 East, Columbia County, Florida; providing for conflicts; providing for severability; providing for codification; and providing an effective date. (Tractor Supply)

Passed on first reading 6/5/2023

ORDINANCE NO. 2023-2251

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CITY CODE TO ADD A NEW SECTION NUMBER 86-110.21 TO ARTICLE III, CHAPTER 86, WHICH PROVIDES FOR THE PERMANENT CLOSING OF ALL OF THAT PORTION OF WALDRON STREET LYING WHOLLY IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a parcel of land lying in Section 33, Township 3 South, Range 17 East, Columbia County, Florida recorded in the public records of Columbia County, Florida, contains a portion of land known as Waldron Street, containing a 0.35 acre easement; and

WHEREAS, maintenance of such undeveloped and unused parcels (right-of-way) creates potential liability, additional work, and costs to the City of Lake City, Florida (hereinafter the "City"); and

WHEREAS, the abutting landowner of a parcel of real property has petitioned the City in accordance with Section 86, Code (Sections 86-96 – 86-101), to vacate the following: ALL OF THAT PORTION OF WALDRON STREET LYING WHOLLY IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA (hereinafter the "Parcel"; further identified in Exhibit A attached hereto); and

WHEREAS, the City Council finds that it is in the public interest to permanently close, vacate, and abandon the Parcel.

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

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

Section 2. The Code of the City of Lake City is hereby amended by adding a section to Chapter 86, Article III, to be numbered Section 86-110.21 which section reads as follows:

Section 86-110.21 ALL OF THAT PORTION OF WALDRON STREET LYING WHOLLY IN SECTION 33, TOWNSHIP 3 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA.

Section 3. The City finds the Parcel to be surplus to its needs and that it is in the public interest to close and vacate the Parcel.

Section 4. The City shall convey by Quit Claim Deed to each abutting record title owner that portion of the vacated Parcel to its centerline.

Section 5. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 6. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 7. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be numbered appropriately in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 8. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this _____ day of _____ 2023.

NOTICE PUBLISHED on this _____ day of _____ 2023.

PASSED AND ADOPTED on the second and final reading this _____ day of _____ 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

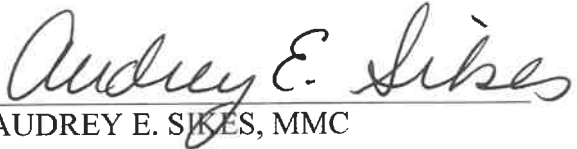
By: _____
Thomas J. Kennon, III,
City Attorney

Record of Vote on First Reading

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

Certification

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


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

5. City Council Ordinance No. 2023-2252 (final reading) - An ordinance of the City Council of the City of Lake City, Florida, revising the boundaries of the four (4) separate Election Districts, consisting of Districts 10, 12, 13, and 14, created by and described in Section 301(C) of Article III of the City Charter, as authorized and required by Section 301(E) of Article III of the City Charter; redefining the boundaries, pursuant to State Law and the Voting Rights Act, of each District 10, 12, 13, and 14 to insure that each separate District has approximately the same number of residents in accordance to 2020 Census Data, by population; providing that the General law of the State of Florida on the subject of Elections shall apply to all City Elections in the absence of conflicts with the City Code and City Charter; providing for the repeal of ordinances in conflict with any of the provisions of this ordinance; providing for severability; providing for codification; and providing for an effective date.

Passed on first reading 6/5/2023

ORDINANCE NO. 2023-2252

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, REVISING THE BOUNDARIES OF THE FOUR (4) SEPARATE ELECTION DISTRICTS, CONSISTING OF DISTRICTS 10, 12, 13, AND 14, CREATED BY AND DESCRIBED IN SECTION 301(C) OF ARTICLE III OF THE CITY CHARTER, AS AUTHORIZED AND REQUIRED BY SECTION 301(E) OF ARTICLE III OF THE CITY CHARTER; REDEFINING THE BOUNDARIES, PURSUANT TO STATE LAW AND THE VOTING RIGHTS ACT, OF EACH DISTRICT 10, 12, 13, AND 14 TO INSURE THAT EACH SEPARATE DISTRICT HAS APPROXIMATELY THE SAME NUMBER OF RESIDENTS IN ACCORDANCE TO 2020 CENSUS DATA, BY POPULATION; PROVIDING THAT THE GENERAL LAW OF THE STATE OF FLORIDA ON THE SUBJECT OF ELECTIONS SHALL APPLY TO ALL CITY ELECTIONS IN THE ABSENCE OF CONFLICTS WITH THE CITY CODE AND CITY CHARTER; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT WITH ANY OF THE PROVISIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Pursuant to and in accordance with the provisions and requirements of Section 301(e) of Article III of the City Charter, District 10, 12, 13, and 14, created by and defined in Section 301(c) of Article III of the City Charter, the following election districts are redefined and established based on population of said districts for the purpose of representation upon and election of a member to the City Council from each of the following separate districts:

- 1) District 10 shall consist of and embrace all of the territory or area of the City as follows:

The Point of Beginning being the intersection of SE Baya Drive and the city limits, proceed in a westerly direction along SE Baya Drive until the intersection with SE Church Avenue, then in a northerly direction along SE Church Avenue until the intersection with SE Camp Street, then in a westerly direction

along SE Camp Street until the intersection with SE Hernando Avenue, then in a northerly direction along SE Hernando Avenue until the intersection with SW Knox Street, then in a westerly direction along SW Knox Street until the intersection with the northbound lane of SW Main Boulevard, then in a northerly direction along SW Main Street until the intersection with the city limits, then beginning in an easterly direction, follow the city limits until the intersection with the Point of Beginning.

- 2) District 12 shall consist of and embrace all of the territory or area of the City as follows:

The Point of Beginning being the intersection of NW Main Boulevard and the city limits, proceed in a southerly direction along NW Main Boulevard until the intersection with US Highway 90 (also known as W Duval Street), then in a westerly direction along US Highway 90 until the intersection with the city limits, then beginning in a northerly direction, follow the city limits until the Point of Beginning.

- 3) District 13 shall consist of and embrace all of the territory or area of the City as follows:

The Point of Beginning being the intersection of US Highway 90 and the northbound lane of SW Main Boulevard, proceed in a southerly direct along SW Main Boulevard until the intersection with SW St. Margarets Street, then in a westerly direction along SW St. Margarets Street until the intersection with SW McFarlane Avenue, then proceed in a northerly direction along SW McFarlane Avenue until the intersection with SW Grandview Street, then in a westerly direction along SW Grandview Street

until the intersection with the city limits, then beginning in a northerly direction follow the city limits until the intersection with SW Grandview Street, then in a westerly direction along SW Grandview Street until the intersection with SW Faith Road, then proceed in a southwesterly direction along SW Faith Road until the intersection with the city limits, then beginning in a northerly direction follow the city limits until the intersection with SW Branford Road, then follow SW Branford Road in a southeasterly direction until the intersection with the city limits, then beginning in a northwesterly direction follow the city limits until the intersection with SW Branford Road, then proceed in a southwesterly direction along SW Branford Road until the intersection with the city limits, then beginning in a westerly direction, follow the city limits until the intersection with West US Highway 90, then proceed along US Highway 90 in an easterly direction until the Point of Beginning.

- 4) District 14 shall consist of and embrace all of the territory or area of the City as follows:

The Point of Beginning being the intersection of SW Knox Street and the northbound lane of SW Main Boulevard, proceed in a southerly direct along SW Main Boulevard until the intersection with SW St. Margarets Street, then in a westerly direction along SW St. Margarets Street until the intersection with SW McFarlane Avenue, then in a northerly direction along SW McFarlane Avenue until the intersection with SW Grandview Street, then in a westerly direction along SW Grandview Street until the intersection with SW Faith Road, then in a southwesterly direction along SW Faith Road until the intersection with the city limits, then follow the city limits until the intersection with SW

Branford Road, then proceed in a southwesterly direction along southwest Branford Road until the intersection with the city limits, then beginning in a southerly direction, follow the city limits until the intersection with SE Baya Drive, then following SE Baya Drive in a westerly direction until the intersection with SE Church Avenue, then follow SE Church Avenue in a northerly direction until the intersection with SE camp Street, then follow SE Camp Street in a westerly direction until the intersection with SE Hernando Avenue, then proceed in a northerly direction along SE Hernando Avenue until the intersection with SW Knox Street, then proceed in a westerly direction along SW Knox Street until the Point of Beginning.

A map identifying Districts 10, 12, 13, and 14 is attached to this Ordinance as Exhibit "A" for illustrative purposes only and is on file in the Office of the City Clerk.

If a boundary for any of the above described districts is a roadway, the intent of this Ordinance is that the boundary of said roadway shall be the centerline of said roadway.

Section 2. The general law of the State of Florida on the subject of elections shall apply to and govern all City elections insofar as there is no conflict with the provisions of the City Code or the provisions of the Charter of the City.

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

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

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

ordinance may be numbered appropriately in order to accomplish such intentions.

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

PASSED upon first reading this _____ day of _____ 2023.

NOTICE PUBLISHED on this _____ day of _____ 2023.

PASSED AND ADOPTED on the second and final reading this _____ day of _____ 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

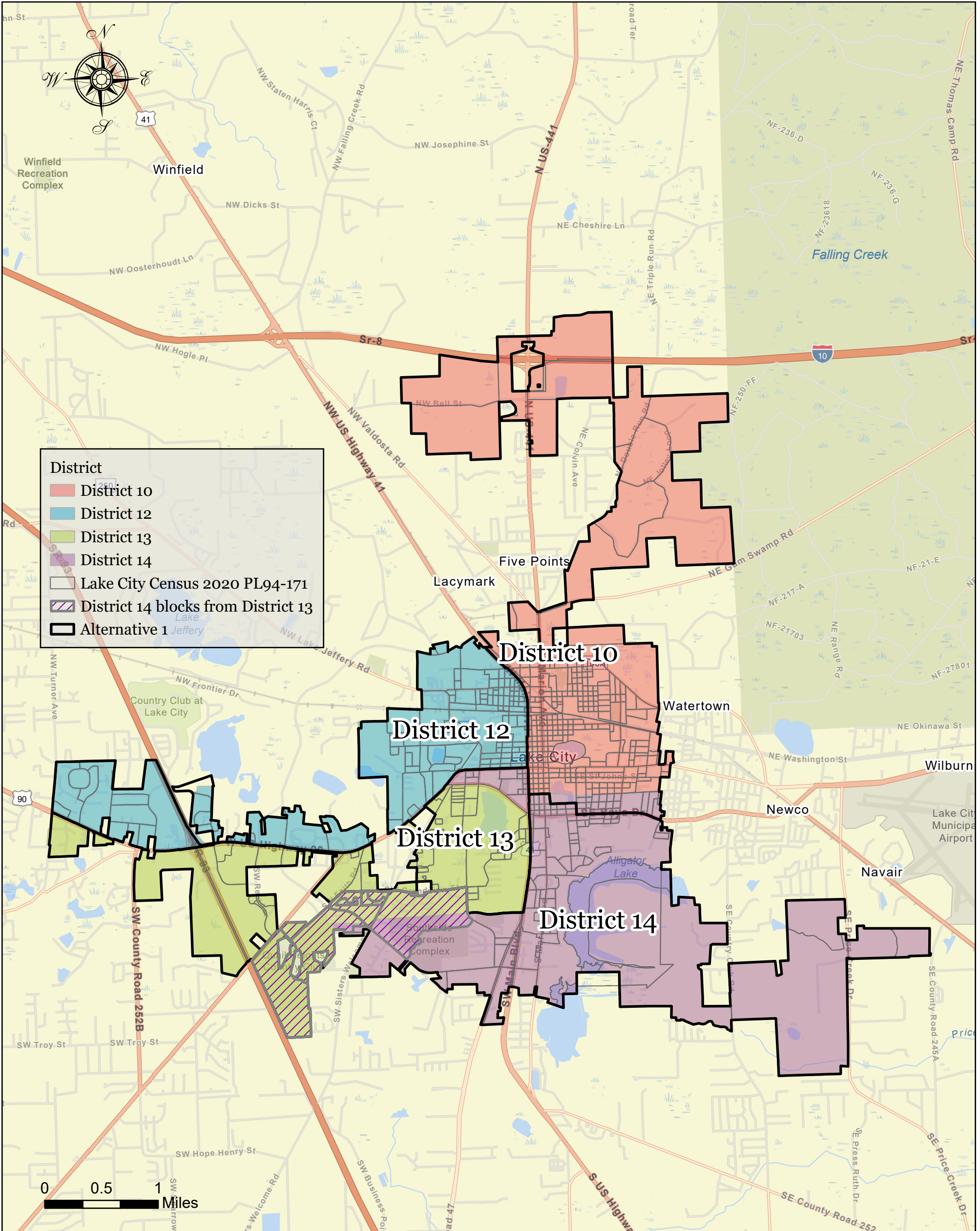
APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

Alternative 1

2020 Redistricting Data



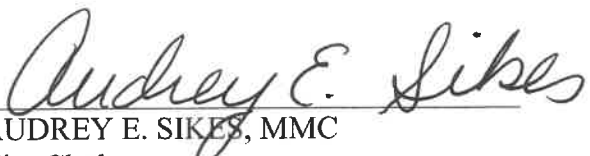
DISTRICT	2020 Population IDEAL	2020 Population ACTUAL	Population Deviation	Percent Deviation	Population White	Percent White	Population Black	Percent Black	Population Other	Percent Other	Population Hispanic	Percent Hispanic
District 10	3,032.25	2990	-42.25	-1.4%	1098	37%	1717	57%	175	6%	169	6%
District 12	3,032.25	3133	100.75	3.3%	1480	47%	1304	42%	349	11%	256	8%
District 13	3,032.25	3037	4.75	0.2%	1745	57%	938	31%	354	12%	296	10%
District 14	3,032.25	2969	-63.25	-2.1%	1787	60%	655	22%	527	18%	394	13%
Totals	12129	12129	0	0	6110	-	4614	-	1405	-	1115	-

Record of Vote on First Reading

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

Certification

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


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

6. City Council Resolution No. 2023-068 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Amendment Number One to the contract between the City and Anderson Columbia Co., Inc., for annual asphalt services; providing for additional costs; and providing for an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Amendment #1 for pricing increase to Asphalt Annual Contract with Anderson Columbia Co.

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Paul Dyal	Department Director Steve Brown	Date 6/02/2023
Recommended Action: Request approval to accept pricing increase in regard to bid ITB-020-2021 with Anderson Columbia from approved Res. 2021-076		
Summary Explanation & Background: Res. 2021-076 was approved by Council on May 17, 2021 in regard to ITB-020-2021. Contract currently has (1) one final extension, for (1) one additional year if mutual agreement is reached between the City of Lake City and Anderson Columbia Co. Due to recent price increase in raw materials Anderson Columbia Co is requesting a price increase before renewing the contract for the extension. Anderson Columbia Co was the sole bidder to the ITB for annual asphalt contract.		
Alternatives: Not accept bid, and do new solicitation.		
Source of Funds: Budgeted in: 001.15.541-030.53		
Financial Impact:		
Exhibits Attached: ITB-020-2021 Solicitation, Res. 2021-076, Contract Exhibit A, Cost Amendment #1		

INVITATION TO BID
ITB-020-2021
ASPHALT – ANNUAL TERM CONTRACT

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: March 23, 2021

DEADLINE FOR QUESTIONS: April 5, 2021

RESPONSE DEADLINE: April 22, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID
ASPHALT – ANNUAL TERM CONTRACT

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	Terms and Conditions
V.	Pricing Proposal
VI.	Vendor Questionnaire

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-020-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, April 22, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

ASPHALT – ANNUAL TERM CONTRACT

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, April 5, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

1.2. Contact Information

Karen Nemes

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: nemesk@lcfla.com

Phone: (386) 719-5818

Department:

Procurement

1.3. Timeline

Release Project Date	March 23, 2021
Question Submission Deadline	April 5, 2021, 4:00pm
Question Response Deadline	April 12, 2021, 5:00pm
Proposal Submission Deadline	April 22, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for ASPHALT – ANNUAL TERM CONTRACT.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, April 22, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the City's e-Procurement Portal, ProcureNow and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Monday, April 12, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

DESCRIPTION OF WORK:

The supplier must furnish to the City of Lake City asphalt for a one (1) year contract with an optional additional two (2) one (1) year contracts. Asphalt plant must be certified by FDOT (Florida Department of Transportation). All materials must meet or exceed FDOT specifications (latest edition) that are applicable. All manholes, water valves, and gas valves must be raised to surface level. The City reserves the right to use other asphalt vendors for small patch work jobs as needed.

3.2. Specifications

ITEM I: ASPHALT PLANT F.O.B.

(NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

Milling \$_____ per ton

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM V: TACK COATING (NO MINIMUM)

\$_____ per gallon

ITEM VI: MILLING COST (NO MINIMUM)

\$_____ per square yard

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

\$ _____ EACH

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.

3.4. Quantity

1. Approximately 1,000 tons of asphalt may be used during the contract year.
2. Approximately 250 gallons of tack coating may be used during the contract year.

3.5. Total Cost

Cost must be lump sum, any additional charges such as mobilization fees, etc. must be included in total cost.

3.6. Delivery

Delivery will be F.O.B. asphalt plant for SP 12.5mm/TL-B and F.O.B. destination freight prepaid for SP 9.5mm/TL-B within five (5) five working days of date of order.

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. 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.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 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.

4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$In the event the successful Bidder fails to deliver asphalt within five (5) working days of date of order, and the City has to purchase asphalt from an alternate supplier, liquidated damages will be accessed at

the actual cost difference the City incurs from the alternate supplier. per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.6. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

4.7. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.8. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.9. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of Three (3) references for similar project in the last Five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.11. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.12. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.13. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.14. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web

site: <http://www.dhs.gov/E-Verify>.

4.15. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.16. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.17. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

ITEM I: ASPHALT PLANT F.O.B. (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
1	SP 12.5mm/TL-B	Ton		
2	SP 9.5mm/TL-B	Ton		
3	Milling	Ton		

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
4	SP 12.5mm/TL-B	Ton		
5	SP 9.5mm/TL-B	Ton		

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
6	SP 12.5mm/TL-B	Ton		
7	SP 9.5mm/TL-B	Ton		

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
8	SP 12.5mm/TL-B	Ton		
9	SP 9.5mm/TL-B	Ton		

ITEM V: TACK COATING (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
10	TACK COATING	Gallon		

ITEM VI: MILLING COST (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
11	MILLING COST	Square Yard		

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

Line Item	Description	Unit of Measure	Unit Cost	Comments
12	RAISE MANHOLES	EACH		
13	RAISE WATER VALVES	EACH		

Invitation to Bid #ITB-020-2021
Title: ASPHALT – ANNUAL TERM CONTRACT

14	RAISE GAS VALVES	EACH		
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6. VENDOR QUESTIONNAIRE

6.1. References*

As per the Terms and Conditions, please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

***Response required**

6.2. Title and Organization*

Please provide your title and organization's name.

***Response required**

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

***Response required**

6.4. Principal Office*

Please provide the city and state for your Principal Office.

***Response required**

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-020-2021 described as ASPHALT – ANNUAL TERM CONTRACT.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

*Response required

6.6. Disputes Disclosure Form*

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

***Response required**

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

***Response required**

6.8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

***Response required**

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

☐ Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-020-2021, ASPHALT – ANNUAL TERM CONTRACT;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

ITB-020-2021-ASPHALT – ANNUAL TERM CONTRACT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. *Federal Identification No. (FEID)**

Please provide your FEIN number here.

*Response required

6.14.2. *Acknowledgments**

A. This sworn statement is submitted with ITB-020-2021.

B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

***Response required**

6.14.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

CITY COUNCIL RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM ANDERSON COLUMBIA CO., INC., RELATED TO THE ANNUAL SUPPLY OF ASPHALT; PROVIDING FOR THE AWARD OF AN ANNUAL ASPHALT SUPPLY CONTRACT; PROVIDING FOR THE EXECUTION OF THE ANNUAL ASPHALT SUPPLY CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") requires a supply of asphalt for various City projects such as, but not limited to, manholes, water valves, gas valves, etcetera (hereinafter the "Project"); and

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

WHEREAS, an Invitation to Bid 020-2021 (hereinafter "ITB") was advertised and Anderson Columbia Co., Inc.'s (hereinafter "Anderson Columbia") was the sole bidder to the ITB for the annual asphalt contract; and

WHEREAS, the city administration recommends that the Project be awarded to Anderson Columbia; and

WHEREAS, the City Council finds that it is in the City's best interest to award the contract to Anderson Columbia for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the "*Contract between the City of Lake City, Florida and Anderson Columbia Co. Inc., for Annual Asphalt Services* (hereinafter the "Agreement") attached hereto as "Exhibit A".

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

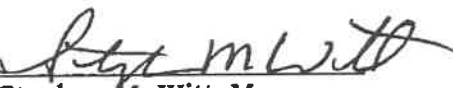
Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Annual Asphalt Contract is awarded to Columbia Anderson and the execution of the same is authorized.

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


PASSED AND ADOPTED at a meeting of the City Council this 17th day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: 
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: 
Audrey E. Sikes, City Clerk

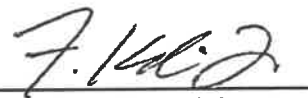
By: 
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANDERSON COLUMBIA CO., INC., FOR ANNUAL ASPHALT SERVICES

THIS CONTRACT made and entered into this 17th day of May, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Anderson Columbia Co., Inc., whose mailing address is P.O. Box 1829, Lake City, Florida 32056-1829 (herein referred to as "Contractor").

WHEREAS, the City requires an annual contract for asphalt services within the City; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-020-2021) and the Contractor was the sole bidder; and

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

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

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Continuing Contract.

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

interpretation of terms pertaining to this Contract:

- a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
- b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-020-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.
- c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.
- d. "SERVICES" means professional services related to the supply of, and installation of, asphalt and the services and responsibilities listed within the ITB.
- e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one

of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

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

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

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

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A". Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice.

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

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least

ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

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

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

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and

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

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

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

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees

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

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

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

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

Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

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

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

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

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

1. Keep and maintain public records required by the City to perform the services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

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

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

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

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

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

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

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

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

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

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-020-2021) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to

conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

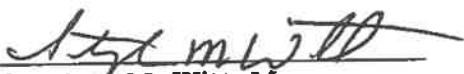
17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

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

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

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


CITY OF LAKE CITY, FLORIDA

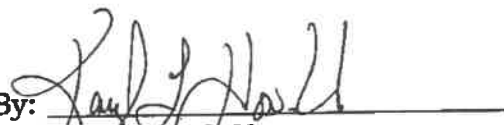
By: 
Stephen M. Witt, Mayor

ATTEST:

By: 
Audrey Sikes, City Clerk

Approved as to form and legality:

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

By: 
Signature & Name
NARYL L. HOWELL, CONTRACT ADMIN.
Title

**ANDERSON COLUMBIA, CO.,
INC.**


By: 
Signature & Name
E. TONY WILLIAMS, JR., V.P.
Title

EXHIBIT A**#1 Anderson Columbia Co., Inc**

Line Item	Description	Unit of Measure	Unit Cost
1	SP 12.5mm/TL-B	Ton	\$ 90.00
2	SP 9.5mm/TL-B	Ton	\$ 90.00
3	Milling.	Ton	\$ 25.00

Line Item	Description	Unit of Measure	Unit Cost
4	SP 12.5mm/TL-B	Ton	\$ 300.00
5	SP 9.5mm/TL-B	Ton	\$ 300.00

Line Item	Description	Unit of Measure	Unit Cost
6	SP 12.5mm/TL-B	Ton	\$ 220.00
7	SP 9.5mm/TL-B	Ton	\$ 220.00

Line Item	Description	Unit of Measure	Unit Cost
8	SP 12.5mm/TL-B	Ton	\$ 180.00
9	SP 9.5mm/TL-B	Ton	\$ 180.00

Line Item	Description	Unit of Measure	Unit Cost
10	TACK COATING	Gallon	\$ 10.00

Line Item	Description	Unit of Measure	Unit Cost
11	MILLING COST	Square Yard	\$ 12.00

Line Item	Description	Unit of Measure	Unit Cost
12	RAISE MANHOLES	EACH	\$ 1,200.00
13	RAISE WATER VALVES	EACH	\$ 900.00
14	RAISE GAS VALVES	EACH	\$ 900.00

Recommendation: Anderson Columbia Co, Inc.

CITY COUNCIL RESOLUTION NO. 2023-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER ONE TO THE CONTRACT BETWEEN THE CITY AND ANDERSON COLUMBIA CO., INC., FOR ANNUAL ASPHALT SERVICES; PROVIDING FOR ADDITIONAL COSTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) and Anderson Columbia Co., Inc., (hereinafter “Anderson Columbia”), entered into the *Contract Between City of Lake City, Florida and Anderson Columbia Co., Inc., for Annual Asphalt Services* (hereinafter the “Contract”), authorized by City Council Resolution No. 2021-076; and

WHEREAS, Anderson Columbia has requested an increase in unit cost pricing citing the current economic conditions since the inception of the Contract; and

WHEREAS, the City Administration and Anderson Columbia have determined that an amendment to the Contract that affords an increase in compensation due to the economic changes, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into *Amendment One to the Contract between City of Lake City, Florida and Anderson Columbia Co., Inc., for Annual Asphalt Services* (hereinafter “Amendment One”), a copy of which is attached hereto as “Exhibit A”.

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

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

Section 2. The City is hereby authorized to enter into Amendment One to the Contract.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Amendment One as may be deemed necessary to be in the best interest of the City and its citizens. Provided, however, that any such changes or modifications shall not cause the payment

to Anderson Columbia to exceed the Amendment price. The Mayor is authorized and directed to execute and deliver Amendment One in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Anderson Columbia shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

PASSED AND ADOPTED by the City Council on this _____ day of June 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**AMENDMENT ONE TO THE CONTRACT BETWEEN CITY OF LAKE CITY,
FLORIDA AND ANDERSON COLUMBIA CO., INC., FOR ANNUAL ASPHALT
SERVICES**

This Amendment One is made and entered into this ____ day of June 2023 by and between the City of Lake City, Florida, a political subdivision of the State of Florida, (hereinafter referred to as “City”) and Anderson Columbia Co., Inc., (hereinafter referred to as “Contractor”).

WHEREAS, on May 17, 2021, the City and Contractor entered into the *Contract Between City of Lake City, Florida and Anderson Columbia Co., Inc., for Annual Asphalt Services* (hereinafter referred to as the “Contract”); and

WHEREAS, the Contractor has cited cost increases in raw materials and based on said cost increases, the Contractor seeks an amendment to the pricing sheet attached to the Contract due to current economic conditions and changes in unit costs.

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

1. The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.
2. Section 5., shall be amended to reflect the pricing sheet attached hereto as “Exhibit A”.
3. Except as otherwise herein provided, the terms, conditions, and covenants included in the May 17, 2021 Contract shall remain in full force and effect.

[Remainder of this page left blank intentionally.]

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

ATTEST:

ANDERSON COLUMBIA CO., INC.

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

ITEM I: ASPHALT PLANT F.O.B. (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
1	SP 12.5mm/TL-B	Ton	\$90.00	\$105.00
2	SP 9.5mm/TL-B	Ton	\$90.00	\$105.00
3	Milling	Ton	\$25.00	\$35.00

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
4	SP 12.5mm/TL-B	Ton	\$300.00	\$345.00
5	SP 9.5MM/TL-B	Ton	\$300.00	\$345.00

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
6	SP 12.5mm/TL-B	Ton	\$220.00	\$255.00
7	SP 9.5MM/TL-B	Ton	\$220.00	\$255.00

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
8	SP 12.5mm/TL-B	Ton	\$180.00	\$225.00
9	SP 9.5MM/TL-B	Ton	\$180.00	\$225.00

ITEM V: TACK COATING (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
10	Tack Coating	Gallon	\$10.00	\$12.00

ITEM VI: MILLING COST (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
11	Milling Cost	Square Yard	\$12.00	\$12.00

ITEM VII: RAISE MANHOLES, WATER VALVES, AND GAS VALVES

Line Item	Description	Unit of Measure	Unit Cost	Unit Cost New
12	Raise Manholes	Each	\$1200.00	\$1200.00
13	Raise Water Valves	Each	\$900.00	\$900.00
14	Raise Gas Valves	Each	\$900.00	\$900.00

File Attachments for Item:

7. City Council Resolution No. 2023-069 - A resolution of the City Council of the City of Lake City, Florida, amending the Grant Agreement between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc. dated June 21, 2022; providing for conflicts; providing for severability; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2023-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC. DATED JUNE 21, 2022; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (hereinafter the “City”) authorized the *Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc.* (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2022-049; and

WHEREAS, the City Council desires to amend the Agreement to remove Sections 3.B.ii, a. and b. related to the requirement of Level 2 Screenings; and

WHEREAS, any amendment to the Agreement is conditioned upon the approval of the Annie Mattox Recreation Center, Inc. (hereinafter “AMRC”); and

WHEREAS, the attached Amendment to the Agreement shall be presented to the AMRC for its consideration; and

WHEREAS, the City Council finds that the removal of Sections 3.B.ii, a. and b. is in the best interests of the City.

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

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

Section 2. The Mayor is authorized to execute the Amendment and present said Amendment to the AMRC for its consideration.

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

Section 4. If any section, subsection, sentence, clause or phrase of this resolution or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council on this 5th day of June 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

AMENDMENT TO GRANT AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANNIE MATTOX RECREATION CENTER, INC.

THIS AMENDMENT to the Grant Agreement between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc. (hereinafter the “Agreement”) is entered into the date of the last party to execute the Amendment to Grant Agreement Between the City of Lake City, Florida, and Annie Mattox Recreation Center, Inc. (hereinafter the “Amendment”) by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and the Annie Mattox Recreation Center, Inc., (hereinafter “AMRC”), having a principal address of 901 NE Center Avenue, Lake City, Florida 32055.

WHEREAS, the City and AMRC entered into the Agreement dated June 21, 2022; and

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

1. Sections 3.B. ii. a. and b. are hereby deleted and removed as an obligation of AMRC.
2. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the day, month, and year as indicated below their signatures.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

Approved as to form and legality:

ATTEST:

By: _____
Audrey Sikes, City Clerk

Date: _____

By: _____
Thomas J. Kennon, III,
City Attorney

Date: _____

**ANNIE MATTOX RECREATION
CENTER, INC.**

By: _____
Mary A Williams, Secretary

Date: _____

By: _____
Lawanda Austin, President

Date: _____

File Attachments for Item:

8. City Council Resolution No. 2023-071 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of \$113,942.00; providing for the procurement of equipment for the use and benefit of the Police Department; and providing for an effective date.

MEETING DATE
6-20-2023


CITY OF LAKE CITY

Report to Council

COUNCD, AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Edward Byrnes Memorial Justice Assistance Grant FY2021
Federal Award #15PBJA-21-GG-00241-MUMU

DEPT / OFFICE: Police

Originator: Chief Gerald Butler 		
City Manager Paul Dyal	Department Director Chief Gerald Butler	Date 6/8/2023
Recommended Action: Approve request for Lake City Police Department to accept and spend the Edward Byrne Memorial Justice Assistance Grant FY2021 in the amount of \$113,942.00		
Summary Explanation & Background: These grant funds will be used to purchase License Plate Reader (LPR) trailers, which includes a system for detecting the speed of vehicles. One of the trailers will also include a message element to notify citizens of events or hazards in the area. Funds will also be used to purchase a "quick deploy LPR" which will allow for the utilization of LPR capabilities in areas that a trailer can't be set up.		
Equipment Cost Breakdown: One (1) LPR Trailer message board: 1 Speed trailer with LPR One (1) LPR trailer with radar & message board: 1 Message board trailer with LPR and all training One (1) Quick Deploy LPR with upfit kit Total Award: \$113,942.00		\$29,020.38 \$55,176.62 <u>\$29,745.00</u> \$113,942.00
Alternatives: Budget Equipment in FY2024		
Source of Funds: Grant / General Fund		
Financial Impact: \$113,492.00 Grant Amount. If Purchase exceeds grant, expenses will be paid from forfeiture monies or general fund.		
Exhibits Attached: Award Agreement – State of Florida, Office of Criminal Justice Grants		

CITY COUNCIL RESOLUTION NO. 2023-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ACCEPT THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$113,942.00; PROVIDING FOR THE PROCUREMENT OF EQUIPMENT FOR THE USE AND BENEFIT OF THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”), by and through the Lake City Police Department (hereinafter the “Police Department”) applied for and has been awarded the Edward Byrne Memorial Justice Assistance Grant (hereinafter the “Grant”) in the amount of one hundred thirteen thousand, nine hundred forty-two dollars and zero cents (\$113,942.00) to purchase equipment for the use and benefit of the Police Department in their tactical enforcement and apprehension duties; and

WHEREAS, the City Council finds that accepting the aforementioned Grant is in the best interests of the City.

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

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

Section 2. The City, by and through the Lake City Police Department, is hereby authorized to accept the Edwrdr Byrne Memorial Justice Assistance Grant in the amount of one hundred thirteen thousand, nine hundred forty-two dollars and zero cents (\$113,942.00).

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

Section 4. This resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of June 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Lake City

Recipient SAM UEI: MYB6D4DLBJD9

Award Number: 8C131

Award Period: 10/01/2022 – 09/30/2023

Award Title: C-8C131: LPR TRAILERS

Federal Funds: \$113,942.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Lake City (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work

Appendix B – Deliverables

Appendix C – Approved Budget

Appendix D – Award Contacts

Appendix E – Special Conditions

Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide Quarterly Payment Requests to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C131
Award Title: C-8C131: LPR TRAILERS
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Lake City

Signature: 

Typed Name and Title: Stephen Witt, Mayor

Date: _____

*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional) City of Lake City

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 8C131
Recipient: City of Lake City
Award Title: C-8C131: LPR TRAILERS
Award Period: 10/01/2022 - 09/30/2023

Problem Identification

The City of Lake City Police Department does not have the tools to capture suspect vehicle information in problem or potentially problem areas. Traffic tools with message capabilities are also needed to slow traffic and warn of upcoming hazards. Currently, cases and traffic control demand more manpower than if we have additional tools to assist officers.

Scope of Work

The City of Lake City plans to purchase two mobile trailers, one with license plate reader, radar and message board and the other with a license plate reader and message board for the Lake City Police Department. The City of Lake City will purchase one quick deploy license plate reader to provide officers more time to respond to higher priority calls. The trailers are mobile, therefore not requiring utility poles to be put in the ground for display.

Appendix B - Deliverables

Award Number: 8C131
Recipient: City of Lake City
Award Title: C-8C131: LPR TRAILERS
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1

Recipient will use federal grant funds to procure one LPR trailer with message board, one LPR trailer with radar and message board and one quick deploy LPR with uplift kit.

Minimum Performance Criteria: Performance will be the procurement and receipt of goods/services purchased.

Financial Consequences: This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.

Deliverable Price: Total payments for this deliverable will be approximately \$113,942.00

Appendix C - Approved Budget

Award Number:	8C131		
Recipient:	City of Lake City		
Award Title:	C-8C131: LPR TRAILERS		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$113,942.00	\$0.00	\$113,942.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
1 LPR trailer with message board	1 Speed trailer with LPR \$29,020.38	\$29,020.38	\$0.00	\$29,020.38
1 LPR trailer with radar & message board	1 Message board trailer with LPR and all training 1 @ \$55,176.62	\$55,176.62	\$0.00	\$55,176.62
1 Quick Deploy LPR w/upfit kit	1 Quick deploy LPR with upfit kit \$29,745.00	\$29,745.00	\$0.00	\$29,745.00
D. Equipment Subtotal:				\$113,942.00

Appendix D: Award Contacts

Award Number: 8C131
Recipient: City of Lake City
Award Title: C-8C131: LPR TRAILERS
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Andy Miles
Title: Assistant Chief
Address: 225 NW Main Blvd
Lake City, FL 32055-3946
Phone: (386) 758-5421
Email: milesa@lcflapd.com

Recipient Chief Official (CO)

Name: Stephen Witt
Title: Mayor
Address: 205 N Marion Ave
Lake City, FL 32055-3946
Phone: (386) 719-5756
Email: Witts@lcfla.com

Recipient Chief Financial Officer (CFO)

Name: Angela Moore
Title: Finance Director
Address: 205 N Marion Ave
Lake City, FL
Phone: (386) 758-5844
Email: taylora@lcfla.com

Appendix E: Special Conditions

Award Number: 8C131
Recipient: City of Lake City
Award Title: C-8C131: LPR TRAILERS
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to May 24, 2023.
- S0002 This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national system, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
- S0003 At the time of application, the recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.
- W0004 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0006 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2022. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, F.S., Public Records
Section 215.34(2), F.S., State funds; non-collectible items; procedure
Section 215.97, F.S. Florida Single Audit Act
Section 215.971, F.S., Agreements funded with federal or state assistance
Section 215.985, F.S., Transparency in government spending
Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance
(<https://www.bis.gov/index.cfm?ty=tp&tid=47>)
(https://bis.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance
(https://bis.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the *DOJ Grants Financial Guide* is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

- 22.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
- 23.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 4.0 Human Research Subjects** – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 5.0 Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.
- In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).
- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://oip.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

File Attachments for Item:

9. City Council Resolution No. 2023-072 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance and execution of a Grant Agreement with the Federal Aviation Administration; providing for improvements to the South airfield drainage study at the Lake City Gateway Airport; providing for the receipt of up to \$148,500.00 in allowable costs; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: South Airfield Drainage Study

DEPT / OFFICE: Airport

Originator: Laura Kraft		
City Manager Paul Dyal	Department Director Ed Bunnell	Date 6/12/2023
Recommended Action: Accept Airport Improvement Program (AIP) Grant from FAA for South Airfield Drainage Study in the amount \$148,500.00.		
Summary Explanation & Background: The South Airfield Drainage Study encompasses approximately 260 acres of the airport property. This study will include permitting, data collection, topographic survey data to locate existing drainage structures, stormwater modeling for developing a drainage network as well as ensuring the current drainage infrastructure will support future developments at the airport. FAA - \$148,500 State - \$13,200 Local - \$3,300 Total \$165,000		
Alternatives: The city would need to secure a loan to achieve the requirements needed to implement an extensive stormwater drainage study of this magnitude.		
Source of Funds: AIP Grant		
Financial Impact: \$3,300		
Exhibits Attached: FAA Grant Agreement		

CITY COUNCIL RESOLUTION NO. 2023-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION; PROVIDING FOR IMPROVEMENTS TO THE SOUTH AIRFIELD DRAINAGE STUDY AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR THE RECEIPT OF UP TO \$148,500.00 IN ALLOWABLE COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 4, 2023, the City of Lake City, Florida (hereinafter the “City”) completed an application for grant funding from the Federal Aviation Administration (hereinafter the “FAA”) to conduct a drainage study for the existing stormwater system serving Taxiway B and the southern extents of the airfield, totaling approximately 260 acres of the airport property at the Lake City Gateway Airport (hereinafter the “Airport”) through City Council Resolution No. 2023-048; and

WHEREAS, the FAA has approved the City’s application for grant funding in an amount not to exceed one hundred forty-eight thousand, five hundred dollars and zero cents (\$148,500.00); and

WHEREAS, the city administration recommends that the City Council accept the grant offer of \$148,500.00; and

WHEREAS, the City Councils finds that the acceptance of the aforementioned grant funds and execution of the *Grant Agreement, Part 1 – Offer* (AIP Grant Number 3-12-0039-030-2023) with the FAA, a copy of which is attached hereto and made a part of this resolution (the “Agreement”), is in the best interests of the City.

[Remainder of this page intentionally left blank.]

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

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

Section 2. The City is hereby authorized to accept the offer from the FAA pursuant to the terms of the Agreement.

Section 3. The Mayor, and City Administration, are authorized to execute the Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of June 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney



U.S. Department
of Transportation
Federal Aviation
Administration

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

May 19, 2023

Demetrius Johnson, CPPB
Interim Assistant City Manager/Procurement Coordinator
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

Dear Mr. Johnson:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0039-030-2023 at Lake City Gateway Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **June 21, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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


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

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

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

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

Sincerely,


 Juan C. Brown (May 19, 2023 10:45 EDT)

Juan C. Brown
 Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	May 19, 2023
Airport/Planning Area	Lake City Gateway Airport
FY2023 AIP Grant Number	3-12-0039-030-2023
Unique Entity Identifier	MYB6D4DLBJD9
TO:	City of Lake City
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 4, 2023, for a grant of Federal funds for a project at or associated with the Lake City Gateway Airport, which is included as part of this Grant Agreement; and

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

Improve South Airfield Drainage (Study)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project

Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$148,500.

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

\$ 0 for planning;

\$ 148,500 airport development or noise program implementation; and,

\$ 0 for land acquisition.

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

- a. Period of Performance:

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

- b. Budget Period:

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

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 21, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share

or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

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

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

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any

steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

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

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

- i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated April 17, 2023 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or

- v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

SPECIAL CONDITIONS


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

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


 Juan C. Brown (May 19, 2023 10:45 EDT)
 (Signature)

Juan C. Brown
 (Typed Name)

Acting Manager
 (Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated _____

City of Lake City

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

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

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

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

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

26. Reports and Inspections.

It will:

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

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The

sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

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

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The City of Lake City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other

participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 4, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

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

File Attachments for Item:

10. City Council Resolution No. 2023-073 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a lease agreement with Jayviation, Inc. for the leasing of a parking lot located at the Lake City Gateway Airport for a month-to-month term.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Jayviation LAnd Lease

DEPT / OFFICE: Airport

Originator: Ed Bunnell		
City Manager Paul Dyal	Department Director Ed Bunnell	Date 6/13/2023
Recommended Action: To allow Javiation to lease Property adjacent to Hangar A1		
Summary Explanation & Background: Jayviation would like to lease property adjacent to hangar A1 off of Glenn Lane, see exhibit A This to erect a temporary building to store airplane parts.		
Alternatives:		
Source of Funds: Department of Transportation Public Transportation Grant		
Financial Impact: No cost to the city or airport		
Exhibits Attached: A		

CITY COUNCIL RESOLUTION NO. 2023-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH JAYVIATION, INC. FOR THE LEASING OF A PARKING LOT LOCATED AT THE LAKE CITY GATEWAY AIRPORT FOR A MONTH-TO-MONTH TERM.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) is the owner of the Lake City Gateway Airport (hereinafter the “Airport”); and

WHEREAS, Jayviation, Inc. (hereinafter “Jayviation”), is engaged in the business of transporting person, property, cargo, and freight, by aircraft and is in need of vacant land previously utilized as a parking lot at the Airport; and

WHEREAS, the City finds that it is in the best interests of, and for, the welfare of the public to lease a parking lot at the Airport to Jayviation pursuant to and in accordance with the terms and conditions of a lease, (hereinafter the “Lease”), a copy of which is attached hereto as “Exhibit A”.

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

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

Section 2. The City is hereby authorized to lease to Jayviation, Inc., the parking lot as described in, and in accordance with, the terms and conditions of the Lease.

Section 3. The Manager and City Attorney are authorized to make such reasonable changes and modifications to the Lease as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized

and directed to execute and deliver the Lease in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney if any. Execution by the Mayor and Jayviation, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omission, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of June 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

LEASE AGREEMENT
BETWEEN THE CITY OF LAKE CITY, FLORIDA
AND JAYVIATION, INC.

This Lease Agreement (hereinafter the "Lease") made and entered into at Lake City, Columbia County, Florida, on this ____ day of June 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "Landlord" and/or the "City"), and JAYVIATION, INC., a foreign corporation authorized to do business in the State of Florida, with a principal address and mailing address of 196 SE Airport Gln, Lake City, Florida 32025. (hereinafter the "Tenant" and/or "Jayviation").

WITNESSETH:

RECITALS

A. By instruments of transfer (hereinafter "the Instruments of Transfer") dated August 29, 1949, and July 7, 1948, said instruments being recorded in Deed Book 59, Page 109, and Deed Book 60, Page 29, public records of Columbia County, Florida, the City acquired from the United States of America certain property, real and personal, therein described, which is now known as the Lake City Gateway Airport, formerly known as the Lake City Municipal Airport (hereinafter the "Airport"); and

B. The City desires to facilitate aviation activities and create employment and services for its citizens and, therefore, the City has developed and adopted a policy to achieve the greatest possible utilization of the lands at the Airport by leasing portions of the Airport to private parties to establish and locate commercial activities upon the Airport and conduct businesses thereon which are not incompatible with the operation of the Airport for general aviation purposes; and

C. Jayviation, Inc. desires to lease a parking lot at the Airport for future aviation activities; and

D. The City has determined that Tenant's intended activity is compatible with both the operation of the Airport and the policy of the City to fully utilize the Airport; and

E. The City, upon the terms and conditions provided for herein, is willing to lease to Tenant a vacant lot which includes a parking lot/area at the Airport which is located on SE Airport Glenn, Lake City, Florida 32025 (hereinafter the "Premises" or "Leased Premises"); and

F. Tenant is willing to lease from the City the Premises and to accept and be bound by all of the terms and conditions provided for in this Lease agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other valuable considerations, to each this day in hand paid by the other party hereto, and in consideration of the covenants herein set forth, and the rents to be paid to the City, Tenant and the City agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into this agreement.

2. **LEASED PREMISES:** Upon terms and conditions hereinafter set forth, and in consideration of the payment of the rents and other payments herein provided for, and the prompt performance by Tenant of the covenants and agreements, to be kept and performed by Tenant, the City does lease, let, and demise to Tenant, and Tenant hereby leases from the City the Premises.

3. **TERM.** This Lease shall be for a month-to-month term, commencing July 1, 2023 (hereinafter the "Term").

4. **RENT:** The rent and consideration for the Term of this Lease shall be three hundred dollars and zero cents (\$300.00) which shall be payable on the 1st day of July 2023 and continue on the 1st day of the month thereafter. In the event this lease is not fully executed by all parties by July 1, 2023, the Tenant agrees to pay all retroactive rent within 21 days of completed execution of this lease. In addition to the monthly rent, Tenant shall also pay all sales tax presently or hereafter imposed on rents (presently seven percent (7.0%)), which sales tax shall be included with each monthly rental payment.

5. **OPTION TO TERMINATE LEASE:** At any time from and after June 1, 2023, either the City or Tenant shall have the right to terminate this Lease by giving the other party thirty (30) days' written notice of its election to terminate.

6. **LATE PAYMENT PENALTY:** All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10%) percent penalty which shall be considered a part of the rent and shall be due and payable with the next rent payment.

7. **TAXES:** Tenant shall, throughout the term of this Lease and all extensions thereto, promptly pay when due all real property taxes, if any, and personal property taxes and special or general assessments lawfully imposed upon the Leased Premises and improvements thereon by any governmental authority and shall save the City harmless against liability for any payment thereof with respect to such payments. The City, upon receipt of all annual tax notices relating to such taxes received in November of each year, shall be furnished to Tenant, and Tenant shall pay all taxes as shown on said tax statements prior to November 30 of each year and shall furnish such paid receipt to the City. Tenant shall be responsible for paying all ad valorem taxes assessed against its personal property.

8. **UTILITIES AND OTHER OBLIGATIONS:** Tenant shall fully and promptly pay for all applicable utilities, including water, wastewater charges, gas, heat, light, power, telephone services, garbage and trash services, and other public

services and utilities of every kind furnished to the Leased Premises, as required by law to be furnished, throughout the Term hereof, and all other cost and expense of every kind whatsoever of or in connection with the use, operation, and maintenance of the Leased Premises and all activities conducted thereon, and the City shall have no responsibility of any kind for any of such items. Tenant shall provide its own janitorial services; refuse removal, and removal of biological or hazardous waste.

9. **USES ALLOWED AND PROHIBITED:** Tenant shall use the Premises only for the following purpose: vehicle parking and storage of aviation parts and equipment. Tenant shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

10. **SIGNS:** Except with the prior written approval of the City, which approval shall not be unreasonably withheld, Tenant shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

11. **AUTHORIZED IMPROVEMENTS AND REMODELING BY TENANT:** Jayviation, at its sole expense shall have the right to construct and erect, or have constructed and erected, upon the Premises, a Temporary Hangar manufactured by Big Top Manufacturing Company in accordance with any plans, drawings, and specifications. Notwithstanding anything herein to the contrary, all buildings and improvements constructed or placed upon the Premises by Jayviation shall comply with all applicable building codes and standards of the City and all of the rules, regulations, and building codes of the Federal Aviation Agency (hereinafter the "FAA"), including but not limited to, height limitations of buildings. All buildings and improvements constructed or erected upon the Premises shall remain the property of Jayviation and shall be removed therefrom by Jayviation within a reasonable time after termination of the Lease, if applicable. Upon removal of the improvements, the Premises shall be restored to the condition existing prior to the construction of said improvements. The construction and erection of the improvements upon the Premises must not compromise the Airport requirements consistent with the Federal Acquisition Regulation 77, objects affecting navigable airspace, and other recommended Airport design criteria of the FAA, unless previously approved by the duly authorized representative of each FAA and the City.

12. **PERMITS AND CONSTRUCTION:** Jayviation agrees that in all construction permitted or required under the terms and conditions of this Lease, Jayviation shall, prior to construction, submit all plans and specifications to the Building Department of the City for review and approval and for the issuance of a necessary and required permit before the commencement of any construction.

It is further agreed that all construction, once approved, shall be performed in a manner adequate to ensure the safety of the Airport. Jayviation and its contractor shall conduct their operations in a manner not to jeopardize the safety and operation of the Airport.

13. **OTHER RIGHTS RESERVED BY THE CITY:** Provided that the exercise of the City's rights do not interfere with Tenant's use of the Premises described herein, in addition to all rights reserved by the City in and to the Premises, the City expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the City deems proper, regardless of the desires and views of Tenant and without interference or hindrance; maintain and keep in repair, but without obligation to Tenant, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Tenant from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the City would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.

14. **QUIET ENJOYMENT:** So long as Tenant keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Premises, free from all claims against the City and all persons claiming under, by, or through the City.

15. **CITY'S RIGHT TO INSPECT LEASED PREMISES:** Tenant agrees to permit the City, its servants or agents to enter the Premises at any reasonable hour for the purpose of examining the same in order to determine whether the Premises are being kept in good repair and conditions, and whether the same are being kept, used and maintained in accordance with the provisions and terms of this Lease.

16. **MECHANIC'S LIENS:** Tenant shall not subject the City's interest in the Premises to any mechanic's or materialman's liens or other lien of any kind. Tenant shall not allow a lien or claim of any kind to be filed or claimed against the City's interest in the Leased Premises during the continuance of this Lease. If such lien is claimed or filed, Tenant shall cause the Leased Premises to be released from the claim within thirty (30) days after the City is given written notice that a claim has been filed, or within thirty (30) days after the City is given written notice of the claim and transmits written notice of its receipt to Tenant, whichever thirty-day (30) day period expires earlier. Tenant shall cause such release, either by paying the amount necessary to relieve and release the Leased Premises from the claim, or in any other manner which, as a matter of law, will result within the thirty-day (30) period, in releasing the City and its title from the claim.

17. **ACCEPTANCE OF CONDITION:** Tenant acknowledges that it has inspected, or granted the right to inspect, the Premises and accepts the Premises

in its "as is" condition and that the City has no obligation to make any repairs, alterations or changes in and to the improvements consisting of the Premises. The Premises are leased to Tenant without warranties or representations of any kind from the City as to suitability or safety of the Premises for the purposes of Tenant's tenancy.

18. MAINTENANCE OF LEASED PREMISES:

A. Tenant shall maintain the Premises in a clean, neat condition and shall not accumulate or permit the accumulation of any trash, refuse or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. The City shall maintain the grass and all landscaping on the Premises.

B. Tenant shall, at its expense, maintain and keep in good repair any and all improvements to the Premises. At the expiration of this Lease or any extended term hereof, or at any earlier termination, Tenant shall deliver up the Premises in as good condition as originally constructed, reasonable wear and tear excepted.

19. INDEMNIFICATION AND HOLD HARMLESS: Except for claims arising out of acts caused by the affirmative negligence of the City or its representatives, Tenant, during the entire term of this Lease, shall indemnify and hold harmless the City, its officials, officers, employees, and agents, against any and all claims, debts, demands, or obligations which may be made against the City or against its title in the Premises, arising out of, or in connection with, any acts, omissions, or negligence, or any alleged act, omission, or negligence of Tenant, its officers, agents, employees, licensees, or invitees, arising in or on the Premises or in connection with the use thereof. If it becomes necessary for the City to defend any action seeking to impose any liability against the City, its officials, officers, employees, and agents, for any such acts, omissions, or negligence, Tenant will pay the City all costs of court and reasonable attorney fees incurred by the City in effecting such defense in addition to all other sums that the City may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted.

20. LIABILITY INSURANCE: At all times during the term of this Lease, and during any use, occupancy, or possession of the Leased Premises and within five (5) business days after this Lease Agreement is executed by the Parties, Tenant shall, at its expense, provide public liability and property damage insurance in a company approved by the City. Such insurance shall provide for coverage of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$1,000,000.00 for injury or death to more than one person as a result of one accident, and not less than \$200,000.00 for personal property damage and shall name the City as an additional insured. Such insurance policy shall insure Tenant against all claims and demands made by any person or persons for injuries to

persons and property received in connection Tenant's use, occupancy, operation and maintenance of the Leased Premises and improvements located thereon and for any other risk insured by such policies. Such insurance policy shall be in the form commonly known as "comprehensive general liability". Tenant shall promptly deliver the original or a duplicate original of each policy or policies to the City as they are written, together with adequate evidence of the fact that the premiums are paid.

Tenant shall be solely responsible for its personal property located on the premises.

21. **SUBROGATION CLAUSE:** The City and Tenant shall waive all rights, each against the other, and against those holding under or through the City or Tenant, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

22. **ATTORNEYS' FEES AND COSTS:** Should either party after default of the other file suit to enforce any provision of this instrument, then the prevailing party shall be entitled to collect from the other party its reasonable attorney's fees and court costs.

23. **PART OF GATEWAY AIRPORT:** It is understood and agreed by and between the parties hereto that the said property is a portion of the Gateway Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the City herein reserves the right to grant similar privileges to another Tenant or other Tenant on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the City acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the City, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Landlord pertaining to the Gateway Airport. These terms and conditions include, but are not limited to, requirements that the City obtain fair market value rent for the leased premises for the duration of the lease term.

24. **DOCUMENTS OF TITLE. COMPLIANCE WITH LAWS. RULES AND REGULATION. EXISTING LEASE AGREEMENTS:** The premises are located at Lake City Gateway Airport (the "Airport") and, therefore, Tenant's use of the premises and its rights hereunder shall be subject to the following provisions:

A. This Lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and

shall be subject and subordinate to the provisions of any existing agreement between the City and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the City or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the City to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

B. Tenant, for itself, its successors in interest and assigns, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation, as said Regulations may be amended. A breach of this covenant shall constitute an Event of Default hereunder, provided that no such Event of Default shall be deemed to have occurred until the procedures of Title 49, Code of Federal Regulations, are followed and completed, including the exercise or expiration of appeal rights.

C. The City reserves the right to further develop or improve all areas of the Airport as it sees fit, other than the Leased Premises, without any interference or hindrance from Tenant, provided that any such development does not unreasonably interfere with Tenant's operation.

D. The City reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

E. Tenant expressly agrees, for itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

F. Tenant expressly agrees, for itself and its successors and assigns, to prevent any use of the Leased Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

25. **RADON GAS NOTIFICATION:** Pursuant to the requirements of Fla. Stat. §404.056(8), the following notice is given:

RADON GAS: Radon is a naturally occurring radio-active gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

By giving the foregoing notice, the City does not, in any way, represent or imply that radon gas exists in any building located on the Premises, and the City warrants and represents that the City has no knowledge as to whether there is, or is not, any radon gas present in any such building.

26. **ENVIRONMENTAL MATTERS:** Tenant acknowledges that certain federal, state and local laws, regulations and guidelines are now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Leased Premises concerning the impact on the environment, land use, the maintenance and operation of buildings and improvements and the conduct of business. Tenant will not cause, or permit to be caused, during the term of the Lease any act or practice, by negligence, omission, or otherwise, that would violate any of said laws, regulations or guidelines. Tenant shall indemnify, defend, and hold the City harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs, or other expenses (including reasonable attorneys' fees and court costs) arising from actual damage to the environment, agency costs of investigation, penalties and fines imposed by any governmental agency, personal injury or death, or damage to the Leased Premises during the term of this Lease due to a release of Hazardous Wastes on or under the Leased Premises and surrounding lands caused by Tenant during the Term of this Lease resulting from Hazardous Wastes. Tenant does not, however, indemnify and hold the City harmless from any such claims as enumerated in the preceding sentence caused by others including, but not limited to, the U.S. Military or any other Governmental entity, the City or any of its other past or present tenants, guests, or invitees, using the airport facilities and its surrounding lands of which the Leased Premises is a part.

"Hazardous Wastes" are as defined in the Resources Conservation and Recovery Act ("RCRA") 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act ("CERCLA"), 42 U.S.C. Section 9601-9756 as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA"), including all amendments thereto. The provisions of this Paragraph 21 shall survive the expiration and termination of the term of this Lease as to those matters or incidents occurring during the term of this Lease.

27. **DEFAULT:** Each of the following events shall constitute a default or breach of this Lease by Tenant:

A. If Tenant shall fail to pay the City any rent, additional rent or any other payment of money when the same shall become due and shall not make such payment within ten (10) days thereof;

B. If Tenant shall fail to perform or comply with any of the conditions of this Lease (other than the payment of rent or any other money), and if the nonperformance shall continue for period of thirty (30) days after written notice thereof by the City to Tenant;

C. If Tenant shall vacate or abandon the Premises;

D. If this Lease or the interest of Tenant hereunder shall be transferred to or pass to or devolve on any other entity except in the manner herein permitted;

E. If Tenant either voluntarily, involuntarily or otherwise by operation of law be dissolved;

F. If Tenant either voluntarily or involuntarily is adjudicated bankrupt;

G. If a receiver or trustee shall be appointed of the property of Tenant or if any levy shall be made against the leasehold interest of Tenant.

28. **REMEDIES UPON DEFAULT:** If any rent required by this Lease is not paid within ten (10) days after it is due, or any other default is not corrected within thirty (30) days from notice of default, the City shall have the option to:

A. Terminate this Lease, resume possession of the Leased Premises for its own account and recover immediately from Tenant the difference between the rent specified in this Lease and the fair rental value of the Leased Premises for the remainder of the term reduced to present worth, or

B. Resume possession and re-lease or rent the Leased Premises for the remainder of the term for the account of Tenant and recover from Tenant at the end of the term, or at the time each payment of rent become due under this Lease, as the City may choose, the difference between the rent specified in this Lease and the rent received on the re-leasing or renting, or

C. Pursue any other remedy or remedies provided by law, in addition to those herein above provided.

29. **PERFORMANCE AFTER DEFAULT:** The continued performance by the City under this Lease for any period after a default by Tenant shall not be deemed a waiver of any right on the part of the City to terminate this Lease for such default. No waiver for the City of any default by Tenant shall be construed to be or act as a waiver by the City of any subsequent default.

30. **CONDEMNATION:** In the event the entire premises hereby leased are taken in condemnation proceedings, the Tenant may cancel the Lease; should a substantial part of said premises be so taken, Tenant may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

31. **DESTRUCTION OF PREMISES:** In the event of damage to or destruction of any improvements which are erected on the Premises such damage or destruction shall in no wise annul or void this Lease.

32. **ASSIGNMENT OF LEASE OR USE OF THE LEASED PROPERTY:** This Lease may not be assigned without the prior written consent of the City, which consent will not be unreasonably withheld.

33. **NOTICES:** All notices and communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, postage pre-paid, and if intended for the City addressed as follows:

Paul Dyal, City Manager
City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055

with a copy to:

Thomas J. Kennon, III, City Attorney
City of Lake City, Florida
205 North Marion Avenue
Lake City, Florida 32055

and if intended for **Jayviation** addressed as follows:

JAYVIATION, INC.
196 SE Airport Glen
Lake City, Florida 32055

34. **BINDING EFFECT:** This Lease and all provisions herein shall be binding upon the parties hereto, their successors and assigns.

35. **TIME OF THE ESSENCE:** It is understood and agreed by and between the parties hereto that time is of the essence of this Lease and applies to all terms, covenants, and conditions contained herein.

36. **HEADINGS:** The headings or catch lines of paragraphs in this Lease agreement are inserted only as a matter of convenience and for reference. They, in no way, define, limit, or describe the scope of this Lease or of its intent of any provisions hereof.

37. **SEVERABILITY**: If any term or provision of this Lease is to any extent invalid or unenforceable, the remainder of this Lease shall not be affected, and the remaining terms and provisions shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

38. **COMPLIANCE WITH LAWS**: Tenant shall, during the Term of this Lease, abide by and comply with all present and future federal, state, county, and city laws, rules, and regulations and the laws and regulations of all governmental regulatory agencies which now or may hereafter exist concerning the use of the Leased Premises, and will permit no violation of any of such laws and regulations.

39. **SUBORDINATION**: This lease and all rights of Tenant under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Landlord desires to place on the property. This lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

40. **CUMULATIVE REMEDIES**: During the continuance of this Lease, the City shall have all rights and remedies which this Lease and the laws of the State of Florida assure to it. All rights and remedies accruing to the City shall be cumulative; that is, the City may pursue all rights that the law and this Lease afford to it, in whatever order the City desires and the law permits without being compelled to resort to any one remedy in advance of the other.

41. **GOVERNING LAW**: This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Any action or proceeding that may be brought to interpret or enforce the terms of this Lease shall be brought and maintained in the Court of Columbia County, Florida, notwithstanding that any party may be a resident of a different State or jurisdiction.

42. **WAIVER**: Any waiver by any party of default of any other party of this Lease shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Lease shall be a waiver of any parties' right to demand exact compliance with the terms of this Lease.

43. **COUNTERPARTS**: This Lease shall be executed in two or more counterparts, each of which shall be deemed an original.

44. **ENTIRE AGREEMENT**: This lease represents the complete understanding between the Parties, and any prior agreements or

representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Landlord shall not be effective unless considered at a public meeting and approved by majority vote of the Lake City Council.

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ____ day of _____, 2023.

LANDLORD:
CITY OF LAKE CITY, FLORIDA

Witness Signature

By: _____
Stephen M. Whitt, Mayor

Witness Name Printed

ATTEST:

Witness Signature

By: _____
Audrey E. Sikes, City Clerk

Witness Name Printed

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Stephen M. Whitt, Mayor, and Audrey E. Sikes, City Clerk, on behalf of the City of Lake City, Florida, who are personally known to me or produced _____ as identification.

Notary Public

ATTEST:

TENANT:
JAYVIATION, INC.

By: _____ By: _____

Print Name and Title

Print Name and Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, and/or _____, on behalf of JAYVIATION, INC. who are personally known to me or produced _____ as identification.

Notary Public

EXHIBIT "A"

ATTACHED TO LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND JAYVIATION, INC., A FLORIDA LIMITED LIABILITY COMPANY DATED _____, 2023.

SITE

Commence at a concrete monument on the South right-of-way line of U.S. Highway 90 on the North side of the City of Lake City property known as the Lake City Airport, Parcel No. 07322-000, Section 35, Township 3 South, Range 17 East, Columbia County, Florida, and due South of the West right-of-way line of Cortez Road, thence run along said South right-of-way line of U.S. 90, N 86°43'20"E, 439.5 feet; thence run S 3°16'40" E, 40.0 feet, to the POINT OF BEGINNING; thence continue S 3°16'40" E, 311.0 feet; thence N 86°43'20" E, 140.0 feet; thence run N 3°16'40" W, 311.0 feet; thence run S 86°43'20" W, 140.00 feet to the POINT OF BEGINNING.

The above described parcel contains 43,540 square feet, or 1.0 acres, more or less.

File Attachments for Item:

11. Discussion and Possible Action: Designation of Florida League of Cities Voting Delegate (Mayor Witt)

The Florida League of Cities' Annual Conference will be held in Orlando, Florida from August 10-12, 2023. It is important for each municipality to designate one official as "voting delegate" to participate in voting for League leadership and adoption of resolutions that determine the direction of the League.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate.
Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

File Attachments for Item:

12. Discussion and Possible Action: Authorize the City Attorney to obtain an opinion from the Attorney General in regards to the constitutional requirement of clemency in the recent appointment of Sylvester Warren to the Planning & Zoning Board/Board of Adjustments/Historic Preservation Agency. (Council Member Todd Sampson)

REPORT TO COUNCIL

TO: Council Members

FROM: Thomas J. Kennon, III

DATE: June 2, 2023

RE: Sylvester Warren and Planning and Zoning Board

The Council recently voted to appoint Mr. Sylvester Warren to the Planning and Zoning Board pursuant to Resolution 2023-059. At the last meeting I was aware of his pending misdemeanor charges but did not recollect that he had a felony conviction. After receiving a public records request for documents related to Mr. Warren and clemency or restoration of his civil rights, I researched the issue of a convicted felon holding a position on the Planning and Zoning Board.

My research has led me to render the opinion that Mr. Warren cannot serve on the Planning and Zoning Board. According to Article 6, section 4 of the Florida Constitution, no person convicted of a felony shall be qualified to vote or hold office until restoration of civil rights. This section does provide for the restoration of voting rights upon completion of a felony conviction sentence. Restoration of the right to sit on a jury, and to hold public office can only be obtained through application to the Board of Executive Clemency. I contacted Mr. Warren concerning this issue and he indicated that he has completed his felony sentence and his civil right to vote has been restored. However, he has not had his other civil rights restored nor has he been granted clemency related to his felony conviction. Because Mr. Warren has not had all of his civil rights restored, he is ineligible to hold a position on the Planning and Zoning Board.

The term “office” as used in the above cited section implies a delegation of a portion of the sovereign power to, and the possession of it by, the person filling the office. Members of the Planning and Zoning Board are delegated to decide issues related to zoning and land use issues among other powers. This is a delegation of a portion of the sovereign powers of the City of Lake City, Florida.

Based on the above analysis, and my discussions with Attorney Danielle Adams, it is our opinion that Mr. Warren cannot lawfully serve on the Planning and Zoning Board of the City of Lake City, Florida. If any Council member has any questions or concerns related to this issue, please contact me at my office number of 755-1334 or my cell phone if it is after hours.

File Attachments for Item:

14. Discussion and Possible Action: Attorney Bills (Council Member Chevella Young)

FOLDS WALKER, LLC

527 E. University Avenue
Gainesville, FL 32601

352-372-1282

CITY OF LAKE CITY
taylora@lcfla.com

Statement Date: January 17, 2023
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Account No. 6689.01
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RE: AIRPORT

SSW

			HOURS
10/21/2022	KNB	CORRESPOND WITH DCA REGARDING HAECO LEASE	0.10
10/22/2022	SSW	REVIEW CORRESPONDENCE FROM MARKS GRAY; MEMO TO KNB REGARDING SCHEDULING MEETING REGARDING HAECO LEASE RENEWAL	0.60
10/25/2022	SSW	TELEPHONE CONFERENCE WITH TODD KENNON REGARDING AIRPORT LEASE	0.30
10/27/2022	DCA	TELEPHONE CONFERENCE WITH ED BOOTH RE AIRPORT LEASE	1.00
	DCA	TELEPHONE CONFERENCE WITH SSW, KNB, AND TODD KENNON RE AIRPORT LEASE	1.20
	SSW	TELEPHONE CONFERENCE WITH TODD KENNON REGARDING AIRPORT HAECO REDLINE DRAFT	1.20
	KNB	TELEPHONE CONFERENCE WITH TODD KENNON, SSW, AND DCA REGARDING HAECO AIRPORT LEASE ISSUE	1.20
10/28/2022	DCA	ZOOM CONFERENCE WITH TODD KENNON AND SSW RE HAECO AND AIRPORT	1.30
	KNB	TELEPHONE CONFERENCE WITH SSW, DCA, AND TODD KENNON	1.30
	SSW	ZOOM CONFERENCE WITH TODD KENNON AND DCA RE HAECO AND AIRPORT	1.30
11/08/2022	DCA	ATTEND MEETING RE AIRPORT LEASE WITH TJK AND CITY MANAGER, ASSISTANT INTERIM CITY MANAGER, AND FINANCE DIRECTOR	2.10
11/16/2022	DCA	TELEPHONE CONFERENCE WITH ED BOOTH RE HAECO LEASE AND AIRPORT LEASES IN THE AREA	1.00
12/12/2022	DCA	TELEPHONE CONFERENCE WITH TJK RE HAECO LEASE	0.30
	DCA	OFFICE CONFERENCE WITH TJK RE HAECO LEASE; IDENTIFIED ISSUES WITH THE VARIOUS ARTICLES AND THE LACK OF ENFORCEMENT PROVISIONS THEREIN	2.00

CITY OF LAKE CITY

Statement Date: 01/17/2023
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 Account No. 6689.01

		HOURS	
12/15/2022	DCA TELEPHONE CONFERENCE WITH TJK, P. DYAL AND D. JOHNSON RE HAECO LEASE AND SUGGESTED ADDITIONAL PROTECTIONS FOR THE CITY	1.00	
12/16/2022	DCA REVIEW PROPOSAL FROM MARK EASTON RE MAINTENANCE PLAN	0.20	
	DCA TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE HAECO LEASE	0.50	
12/17/2022	DCA RESEARCH AND DRAFT CLAUSES REGARDING FEDERAL AVIATION ADMINISTRATION COMPLIANCE AND FAILURE TO COMPLY THEREWITH; REVIEW LEASES WITH SIMILAR PROVISIONS	2.90	
12/18/2022	DCA RESEARCH AND DRAFT PROPOSED CHANGES IN REGARD TO THE MAINTENANCE PLAN AND CONCERNS REGARDING RESULTS SHOULD CITY NOT AGREE WITH HAECO'S PROPOSED PLAN	2.30	
12/19/2022	DCA DRAFT REVISIONS TO HAECO LEASE TO ADD PROTECTIONS FOR CITY; TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE ADDED TERMINATION CLAUSE RELATING TO INABILITY TO CONTINUE LEASE IF HAECO IS INELIGIBLE; DRAFT AND SEND COUNTERPROPOSAL; TELEPHONE CONFERENCE WITH TJK RE AMENDMENTS; DRAFT EMAIL TO VERNON DOUGLAS RE PROPOSED CHANGES; TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE ADDITIONAL EDITS	6.20	
12/21/2022	DCA TELEPHONE CONFERENCE WITH ED BOOTH RE REQUEST FROM COUNCILMAN HILL FOR HIS APPEARANCE AT SPECIAL MEETING; TELEPHONE CONFERENCE WITH TJK RE THE SAME; TELEPHONE CONFERENCE WITH ED BOOTH WITH FOLLOW UP INFORMATION FROM TJK	1.00	
12/28/2022	DCA TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE COUNCIL MEETING AND SPEAKERS	0.80	
12/29/2022	DCA TELEPHONE CONFERENCE WITH TJK RE HAECO AND PREVIOUS NIGHT'S MEETING	0.50	
	DCA TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE MEETING AND NEXT STEPS; TELEPHONE CONFERENCE WITH TJK RE TELEPHONE CONFERENCE WITH ALISON	0.60	
	FOR CURRENT SERVICES RENDERED	30.90	5,253.00

CITY OF LAKE CITY

Statement Date: 01/17/2023
Statement No. 1
Account No. 6689.01

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
STUART SCOTT WALKER	3.40	\$170.00	\$578.00
KIERSTEN N. BALLOU	2.60	170.00	442.00
DANIELLE ADAMS	24.90	170.00	4,233.00

TOTAL CURRENT WORK 5,253.00

BALANCE DUE \$5,253.00

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In the event the balance of this invoice is submitted for collection, the Plaintiff
shall be entitled to a reasonable attorney's fee and costs.

FOLDS WALKER, LLC

527 E. University Avenue
Gainesville, FL 32601

352-372-1282

CITY OF LAKE CITY
taylor@icfla.com

Statement Date: January 17, 2023
Statement No. 2
Account No. 6689.00
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RE: GENERAL REPRESENTATION

SSW

			HOURS
09/06/2022	KNB	TELEPHONE CONFERENCE WITH SSW AND TODD KENNON REGARDING UPCOMING MEETING	0.20
	SSW	TELEPHONE CONFERENCE WITH KNB AND TODD KENNON REGARDING UPCOMING MEETING	0.20
09/07/2022	CLK	DRAFT MOU WITH ROBINSON, KENNON, AND KENDRON FOR LEGAL SERVICES	0.50
09/08/2022	CLK	TELEPHONE CONFERENCE WITH TODD KENNON RE LAKE CITY AND EMAIL MOU RE THE SAME	0.10
	KNB	PREP FOR ETHICS COURSE	0.10
09/09/2022	KNB	REVIEW OF PROCEDURES	1.00
09/15/2022	SSW	REVIEW DRAFT EMPLOYMENT AGREEMENT FROM TODD KENNON'S OFFICE; REVIEW CURRENT EMPLOYMENT AGREEMENT WITH FRED KOBERLEIN; REVIEW EMAIL REGARDING SAME; APPROVE DRAFT AGREEMENT	0.80
09/26/2022	SSW	APPROVE DCA EDITS TO AGREEMENT FOR LEGAL SERVICES AND APPROVE AGREEMENT; REVIEW EMAIL REGARDING SAME	0.20
10/17/2022	DCA	TRAVEL TO AND FROM AND ATTEND CITY COUNCIL MEETING	2.90
10/25/2022	DCA	REVIEW PUBLIC RECORDS REQUEST QUESTION; RESEARCH EXAMINATION DEFINITION UNDER FLORIDA STATUTES	0.50
10/26/2022	DCA	ATTEND AGENDA PREP MEETING	1.10
	KNB	REVIEW CORRESPONDENCE REGARDING HEARING REDACTION OF INTERVIEW QUESTIONS FOR PUBLIC RECORDS REQUEST; ANALYSIS OF SAME	0.40
10/27/2022	DCA	TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS REQUEST AND EXEMPTIONS	0.50

CITY OF LAKE CITY

Statement Date: 01/17/2023
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		HOURS
	DCA REVIEW AND RESPOND TO AUDREY SIKES QUESTION RE PUBLIC RECORD EXEMPTION FOR WRIT OF GARNISHMENT ORDERS	0.20
10/28/2022	DCA DRAFT OPINION ON DISCLOSURE OF DRUG TEST RESULTS IN PUBLIC RECORDS REQUEST	0.50
10/30/2022	DCA REVIEW EMAIL CHAIN FROM PAUL DYAL RE PUBLIC RECORDS REQUESTS INVOLVING ALLEGATIONS OF UNQUALIFIED STAFF	0.50
	DCA REVIEW FOSTER & FOSTER OPEB RESOLUTION AND CONTRACT; DRAFT PUBLIC RECORDS PROVISION FOR CONTRACT; RESPOND TO TJK LETTER RE RESOLUTION AND AGREEMENT	0.50
11/02/2022	DCA MEETING WITH AUDREY, PAUL, DEMETRIUS, JOYCE RE JOTFORM	0.70
	KNB ZOOM CONFERENCE WITH DCA AND SSW REGARDING PUBLIC RECORDS REQUEST	0.20
	SSW ZOOM CONFERENCE WITH DCA AND KNB REGARDING PUBLIC RECORDS REQUEST	0.20
	DCA ZOOM CONFERENCE WITH SSW AND KNB REGARDING PUBLIC RECORDS REQUEST	0.20
11/07/2022	DCA ATTEND LAKE CITY CITY COUNCIL MEETING	2.50
11/08/2022	DCA AGENDA PREP MEETING	1.20
11/10/2022	DCA RESEARCH AND RESPOND TO AUDREY SIKES QUESTION RE PENSION BOARD MEETING LOCATION AND BROADCASTING OF MEETING	0.70
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC INFORMATION REQUEST NOTICES; OFFICE CONFERENCE WITH SSW RE THE SAME; DRAFT EMAIL RESPONSE TO AUDREY SIKES ADVISING ON THE ISSUE	1.00
	KNB REVIEW CORRESPONDENCE REGARDING PENSION BOARD	0.10
	SSW OFFICE CONFERENCE WITH DCA <i>RL</i>	0.30
	DCA OFFICE CONFERENCE WITH DCA <i>SL</i>	0.30
11/14/2022	DCA RESEARCH OPEN/CLOSE STATUS OF CASES IN PUBLIC RECORDS REQUEST	0.80
11/16/2022	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES, NICKI STIRLING, AND PAUL DYAL RE PUBLIC RECORDS NOTIFICATION SYSTEM	1.00
	DCA TELEPHONE CONFERENCE WITH TODD KENNON RE CIRCLE K	0.50
	SSW REVIEW LETTER RE: CIRCLE K; TELEPHONE CONFERENCE WITH TODD	0.80

CITY OF LAKE CITY

Statement Date: 01/17/2023
 Statement No. 2
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		HOURS
11/17/2022	DCA DRAFT RELEASE OF LIEN CASE 2016-497; DRAFT EMAIL TO MARSHALL SOVA RE THE SAME	0.40
	DCA RESEARCH TRUCK STOP ISSUE	1.50
11/18/2022	DCA REVIEW AND RESPOND TO EMAIL FROM TJK RE COUNCIL-EMPLOYEE INTERACTIONS POLICY	0.10
	DCA FINALIZE RELEASE OF LIEN; EMAIL MARY TO ASK FOR TODD'S REVIEW OF THE SAME	0.50
11/23/2022	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE OPEN CASES FOR INTENT TO SUE LETTERS PUBLIC RECORDS REQUEST	0.50
11/28/2022	DCA EMAIL MORGAN WILLIAMS RE OPEN CASES FOR PUBLIC RECORDS REQUEST	0.10
	DCA TELEPHONE CONFERENCE WITH TJK RE NAME CHANGE OF FINANCE DIRECTOR IN TERMS OF RESOLUTIONS	0.10
11/30/2022	DCA EMAIL TO MELISSA SHEPHERD RE OPEN CLAIMS FOR PUBLIC RECORDS	0.10
12/01/2022	DCA REVIEW CORRESPONDENCE FROM TJK RE PUBLIC RECORDS TRAINING MONDAY	0.10
12/05/2022	DCA TELEPHONE CONFERENCE WITH TJK RE AGENDA PREP MEETING	0.10
	DCA TELEPHONE CONFERENCE WITH TJK RE MEETING DEBRIEF AND UPCOMING PROJECTS	0.50
12/06/2022	DCA REVIEW LETTER FROM TJK AND ATTACHMENTS RE ANNEXATION ISSUE	1.00
12/07/2022	DCA AGENDA PREP MEETING	1.00
	DCA TELEPHONE CONFERENCE WITH AARON PRIDEAUX RE OPEN CLAIMS; TELEPHONE CONFERENCE WITH SAFETY AND RISK MANAGEMENT RE LETTERS OF INTENT TO SUE; TELEPHONE CONFERENCE WITH CITY CLERKS OFFICE RE RETENTION OF THE SAME	0.80
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS POLICY	0.20
12/14/2022	DCA TELEPHONE CONFERENCE WITH TJK RE CALDWELL DEEDS	0.30
	DCA REVIEW CALDWELL DEEDS FROM TJK	0.50
	DCA TELEPHONE CONFERENCE WITH TJK RE HOMELESS ISSUE	0.10
	WCM PREPARE FOR AND PARTICIPATE IN CITY ETHICS TRAINING	1.00
	DCA ETHICS TRAINING	2.00
	KNB ETHICS TRAINING	2.00

CITY OF LAKE CITY

Statement Date: 01/17/2023
 Statement No. 2
 Account No. 6689.00

			HOURS	
12/15/2022	DCA	REVIEW FINALIZED CALDWELL DEEDS	0.20	
	DCA	TELEPHONE CONFERENCE WITH P. DYAL, D. JOHNSON, AND TJK RE CIRCLE K POTENTIAL LITIGATION	0.30	
12/20/2022	DCA	TELEPHONE CONFERENCE WITH TJK RE ANNEXATION ISSUE	0.30	
	DCA	TELEPHONE CONFERENCE WITH KNB RE ANNEXATION ISSUE	0.30	
12/21/2022	DCA	ATTEND AND PARTICIPATE IN AGENDA PREP MEETING	0.80	
	DCA	REVIEW EMAIL FROM ALJ RE NOTICES SENT TO LAKE CITY PD BY MISTAKE	0.10	
	DCA	REVIEW EMAIL FROM AUDREY SIKES RE SUNSHINE LAW QUESTION	0.20	
12/27/2022	DCA	TELEPHONE CONFERENCE WITH TJK AND ALJ RE SUNSHINE LAW QUESTION AND SPECIAL MEETINGS QUESTION	0.30	
	DCA	REVIEW ROBERTS RULES OF ORDER REGARDING SPECIAL MEETINGS; EMAIL TJK RE THE SAME	0.70	
	DCA	RESEARCH LIAISON/REPRESENTATIVE NEGOTIATING A CONTRACT AND INVOLVEMENT IN THE SAME IN RELATION TO THE SUNSHINE LAW	1.60	
	DCA	TELEPHONE CONFERENCE WITH AUDREY SIKES RE AGENDA ITEMS AND PREVIOUS MINUTES	0.30	
12/28/2022	DCA	DRAFT SUMMATION OF SUNSHINE LAW REGARDING CONTRACT NEGOTIATIONS	1.30	
12/29/2022	DCA	TELEPHONE CONFERENCE WITH SSW AND TJK RE LIAISON ISSUE	0.30	
	DCA	MEETING WITH SSW RE TOLAR CURE	0.50	
	DCA	TELEPHONE CONFERENCE WITH COMMISSION ON ETHICS RE FAILURE TO VOTE BY COUNCILMAN	0.20	
	SSW	OFFICE CONFERENCE WITH DCA RE: TOLAR ISSUE	0.50	
		FOR CURRENT SERVICES RENDERED	41.50	7,028.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
STUART SCOTT WALKER	3.00	\$170.00	\$510.00
CLERK	0.60	125.00	75.00
KIERSTEN N. BALLOU	4.00	170.00	680.00
DANIELLE ADAMS	32.90	170.00	5,593.00
CLAY MARTIN	1.00	170.00	170.00

TOTAL CURRENT WORK 7,028.00

10/31/2022 COURTESY FEE REDUCTION -850.00

CITY OF LAKE CITY

Statement Date: 01/17/2023
Statement No. 2
Account No. 6689.00

12/31/2022	COURTESY FEE REDUCTION	-1,200.00
	TOTAL PAYMENTS	-2,050.00
	BALANCE DUE	<u>\$4,978.00</u>

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shall be entitled to a reasonable attorney's fee and costs.

FOLDS WALKER, LLC

527 E. University Avenue
Gainesville, FL 32601

352-372-1282

CITY OF LAKE CITY
taylor@lcfla.com
JacksC@lcfla.com

Statement Date: February 17, 2023
Statement No. 3
Account No. 6689.01
Page: 1

RE: AIRPORT

SSW

			HOURS
01/02/2023	DCA	REVIEW AND RESPOND TO EMAIL CORRESPONDENCE FROM ALISON SQUICCIMARRO RE AGENDA FOR 1/3/22 MEETING AND STATUS OF CONTRACT	0.30
01/03/2023	DCA	REVIEW EMAILS FROM TODD SAMPSON TO RYAN ALLEN RE THE HAECO LEASE AND FAA REQUIREMENTS	0.50
01/04/2023	DCA	TEAMS MEETING WITH TJK, ALISON SQUICCIMARRO, AND MICHAEL FROM HAECO	0.50
01/09/2023	DCA	TELEPHONE CONFERENCE WITH TJK REGARDING MEETING ISSUES	0.20
01/16/2023	DCA	REVIEW SLIDE SHOW FROM HAECO	0.50
01/17/2023	DCA	DISCUSS MOTION FOR RECONSIDERATION WITH TJK	0.20
	DCA	TELEPHONE CONFERENCE WITH TJK RE MOTION TO RESCIND; REVIEW LAKE CITY CODE; ROBERTS RULES OF PROCEDURE	0.50
	DCA	REVIEW EMAIL FROM ALJ RE HAECO CORRECTIONS TO LEASE AGREEMENT	0.10
01/18/2023	DCA	TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE NEXT STEPS FOR LEASE	0.30
	DCA	TELEPHONE CONFERENCE ALYSHA RE HAECO EXHIBIT A	0.40
01/25/2023	DCA	TELEPHONE CONFERENCE WITH ALISON SQUICCIMARRO RE EXECUTION OF AGREEMENT; REVIEW EMAIL FROM MICHAEL SPRAGUE WITH FINAL LEASE	0.90
01/26/2023	DCA	REVIEW RESOLUTION RELATED TO THE DOT GRANT AGREEMENT	0.10
	DCA	REVIEW EMAIL CORRESPONDENCE FROM KAREN NELMES RE AIRPORT HANGAR DOOR MAINTENANCE *	0.20

CITY OF LAKE CITY

Statement Date: 02/17/2023
Statement No. 3
Account No. 6689.01

HOURS

01/30/2023	DCA	REVIEW AND RESPOND TO EMAIL FROM ALISON SQUICCIMARIO	0.20	
		FOR CURRENT SERVICES RENDERED	4.90	833.00

		RECAPITULATION		
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
DANIELLE ADAMS		4.90	\$170.00	\$833.00

TOTAL CURRENT WORK	833.00
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PREVIOUS BALANCE	\$5,253.00
------------------	------------

02/15/2023	PAYMENT RECEIVED - THANK YOU	-5,253.00
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BALANCE DUE	<u>\$833.00</u>
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SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS

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shall be entitled to a reasonable attorney's fee and costs.

FOLDS WALKER, LLC

527 E. University Avenue
Gainesville, FL 32601

352-372-1282

CITY OF LAKE CITY
taylor@lcfla.com
JacksC@lcfla.com

Statement Date: February 17, 2023
Statement No. 4
Account No. 6689.00
Page: 1

RE: GENERAL REPRESENTATION

SSW

			HOURS
01/02/2023	DCA	REVIEW EMAIL FROM COUNCILMAN SAMPSON RE BACKGROUND CHECK REQUIREMENTS	0.10
01/03/2023	DCA	TELEPHONE CONFERENCE WITH TJK RE COUNCILMAN SAMPSON'S QUESTIONS RE BACKGROUND CHECKS AND INSURANCE ISSUES; REVEIW OTHER CITIES' POLICIES	0.20
	DCA	RESEARCH REQUIREMENTS OF MOTION TO RECONSIDER PREVIOUSLY MADE DECISION; TELEPHONE CONFERENCE WITH TJK RE THE SAME	0.60
	DCA	REVIEW EMAIL FROM COUNCILMAN SAMPSON RE PAUL DYAL'S CONTRACT; TELEPHONE CONFERENCE WITH TJK RE THE SAME	0.60
	DCA	REVIEW CORRESPONDENCE BETWEEN FRED KOBERLEIN AND HUBERT COLLINS RE CITY MANAGER CONTRACT AND BACKGROUND CHECKS	0.10
	WCM	TELEPHONE CONFERENCE WITH DCA REGARDING PROCUREMENT OF REDISTRICTING CONSULTANT	0.30
	DCA	TELEPHONE CONFERENCE WITH WCM REGARDING PROCUREMENT OF REDISTRICTING CONSULTANT	0.30
01/04/2023	DCA	ATTEND AND PARTICIPATE IN AGENDA PREP MEETING	1.20
01/05/2023	WCM	REVIEW LETTERS FROM CONTRACTOR TO TODD KENNON REGARDING PERMITTING DELAYS	0.20
	DCA	REVIEW EMAIL FROM CIRCLE K ATTORNEY; FORWARD SAME TO WCM	0.30
01/06/2023	DCA	REVIEW AND REVISE MOBILE DEVICE POLICY, ASSURE COMPLIANCE WITH RELEVANT EMPLOYMENT AND ELECTRONIC COMMUNICATIONS, PUBLIC RECORDS LAWS	1.10
01/09/2023	DCA	TELEPHONE CONFERENCE WITH AUDREY SIKES RE SUNSHINE LAW; REVIEW RELEVANT PORTION OF SUNSHINE LAW	0.50

CITY OF LAKE CITY

Statement Date: 02/17/2023
Statement No. 4
Account No. 6689.00

		HOURS
01/13/2023	DCA REVIEW EMAILS AND SUPPORTING DOCUMENTATION FROM ALJ RE PATTERSON AVENUE GRANT	0.30
01/17/2023	DCA TELEPHONE CONFERENCE WITH TJK RE RICHARDSON CENTER RECISSION PROVISION; REVIEW INTERLOCAL	0.40
	DCA REVIEW CORRESPONDENCE FROM DAVID KRAUS RE RICHARDSON CENTER	0.60
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE JOB DESCRIPTION CHANGES; REVIEW AGENDA PACKET WITH CHANGES; REVIEW RELEVANT STATUTE	0.50
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE VACANCIES AND CODE PROVISIONS	0.10
	DCA REVIEW AND RESPOND TO PROPOSED MOTION TO RECONSIDER FROM TJK	0.50
01/18/2023	DCA TELEPHONE CONFERENCE WITH ALYSHA JENKINS RE MOBILE DEVICE POLICY AND RICHARDSON CENTER; REVIEW MOBILE DEVICE POLICY	0.40
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE PRAYER AT MEETINGS, VACANT POSITION POLICIES, AND REDISTRICTING	0.40
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE REDISTRICTING AND LAST NIGHT'S MEETING	0.10
	DCA REVIEW AND REVISE MOBILE DEVICE RESOLUTION	0.30
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS POLICY	0.20
	DCA REVIEW AND REVISE PUBLIC RECORDS POLICY	2.30
	DCA TELEPHONE CONFERENCE WITH TJK RE FUTURE AGENDA ITEMS AND MEETING CONDUCT	0.30
01/21/2023	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES RE NOTICE OF REPRESENTATION	0.30
01/25/2023	DCA ATTEND AND PARTICIPATE IN AGENDA PREP MEETING	1.00
01/26/2023	DCA REVIEW ADVERTISEMENT FOR SPECIAL MEETING	0.10
	DCA REVIEW RESOLUTION RELATED TO FIXED ASSET DISPOSAL	0.10
01/27/2023	DCA REVIEW AND RESPOND TO PUBLIC RECORDS REQUEST 2023-20	0.10
01/30/2023	DCA TELEPHONE CONFERENCE WITH ALJ REGARDING 119 LANGUAGE IN MOU FOR FLOCK	0.20
	DCA TELEPHONE CONFERENCE WITH AUDREY SIKES AGREEMENT EXECUTION AND CITY TRAINING	0.10

CITY OF LAKE CITY

Statement Date: 02/17/2023
Statement No. 4
Account No. 6689.00

HOURS

	DCA	TELEPHONE CONFERENCE WITH TODD KENNON REGARDING RICHARDSON CENTER; REVIEW INTERLOCAL AGREEMENT	0.20	
	DCA	TELEPHONE CONFERENCE WITH ALJ REGARDING AIRPORT DOOR INVITATION TO BID; REVIEW ITB AND NEW RESOLUTION	0.50	@ 170.00 p.h. = \$85.00
01/31/2023	DCA	TELEPHONE CONFERENCE WITH AUDREY REGARDING PREVIOUS NIGHTS' MEETING	0.10	
	DCA	REVIEW LETTER TO CHIEF BUTLER REGARDING 119 LANGUAGE IN MOU FOR FLOCK	0.20	
		FOR CURRENT SERVICES RENDERED	14.80	2,516.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLE ADAMS	14.30	\$170.00	\$2,431.00
CLAY MARTIN	0.50	170.00	85.00

	TOTAL CURRENT WORK	2,516.00
	PREVIOUS BALANCE	\$4,978.00
02/15/2023	PAYMENT RECEIVED - THANK YOU	-4,978.00
	BALANCE DUE	<u>\$2,516.00</u>

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Folds Walker, LLC

527 E University Ave
Gainesville, FL 32601
US
kim@foldswalker.com
www.foldswalker.com
O: 352-372-1282

INVOICE

Number	257
Issue Date	3/17/2023
Matter	668901 - AIRPORT ✕
Email	taylor@lcfla.com

Bill To:
CITY OF LAKE CITY

Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
2/12/2023 EMAIL CORRESPONDENCE WITH MICHAEL SPRAGUE RE STATUS OF EXECUTION OF LEASE; EMAIL CORRESPONDENCE WITH AUDREY SIKES RE THE SAME; REVIEW SECTION 5.2 OF THE LEASE	Danielle C. Adams	\$170.00	0.30	\$51.00
2/16/2023 EMAIL CORRESPONDENCE WITH MICHAEL SPRAGUE AND KAREN BURKE RE EXECUTION OF HAECO LEASE	Danielle C. Adams	\$170.00	0.20	\$34.00
2/21/2023 REVIEW REPORT TO COUNCIL RE PASSERO AGREEMENT; TELEPHONE CONFERENCE WITH ALYSHA JENKINS RE THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00
		Time Entries Total	0.80	\$136.00

Total (USD)	\$136.00
Paid	\$0.00
Balance	\$136.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT, SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	0.80	\$136.00

Trust Account Balance

Date	Item	Amount	Balance
3/17/2023	Current Balance		\$0.00



Folds Walker, LLC

527 E University Ave
Gainesville, FL 32601
US
kim@foldswalker.com
www.foldswalker.com
O: 352-372-1282

INVOICE

Number	376
Issue Date	3/14/2023
Matter	668900 - GENERAL REPRESENTATION
Email	taylor@lcfia.com

Bill To:

CITY OF LAKE CITY

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Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
2/1/2023 TELEPHONE CONFERENCE WITH ALJ RE MOU FOR LCPD PUBLIC RECORDS PROVISION	Danielle C. Adams	\$170.00	0.10	\$17.00
2/6/2023 REVIEW LETTER FROM TJK TO JOEL RE LEGAL DESCRIPTION FOR RICHARDSON CENTER	Danielle C. Adams	\$170.00	0.10	\$17.00
2/6/2023 PREPARE FOR AND ATTEND CITY COUNCIL MEETING	Danielle C. Adams	\$170.00	1.50	\$255.00
2/8/2023 ATTEND AGENDA PREP MEETING	Danielle C. Adams	\$170.00	1.00	\$170.00
2/8/2023 REVIEW DRAFT AGENDA	Danielle C. Adams	\$170.00	0.20	\$34.00
2/8/2023 TELEPHONE CONFERENCE WITH ALYSHA RE SUPPLEMENTAL AGREEMENT FOR GRANT FROM FDOT; REVIEW SUPPLEMENTAL AGREEMENT	Danielle C. Adams	\$170.00	0.30	\$51.00
2/9/2023 REVIEW AUDREY SIKES' EDITS TO PUBLIC RECORDS POLICY	Danielle C. Adams	\$170.00	0.70	\$119.00
2/10/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS POLICY; REVIEW PUBLIC RECORDS POLICY	Danielle C. Adams	\$170.00	0.50	\$85.00
2/12/2023 REVIEW EMAIL CORRESPONDENCE FROM AUDREY SIKES RE APPROVED CHANGES TO PUBLIC RECORDS POLICY AND OUTSTANDING ISSUES RE THE SAME	Danielle C. Adams	\$170.00	0.20	\$34.00

Time Entries	Billed By	Rate	Hours	Subtotal
2/13/2023 TELEPHONE CONFERENCE WITH ALJ RE REDISTRICTING AND FLOCKGROUP CONTRACT	Danielle C. Adams	\$170.00	0.30	\$51.00
2/15/2023 REVIEW AND REVISE PUBLIC RECORDS POLICY; TELEPHONE CALL WITH DCA	Kiersten N. Ballou	\$170.00	0.40	\$68.00
2/16/2023 TELEPHONE CONFERENCE WITH TODD SAMPSON RE TERMINATION OF INTERLOCAL AGREEMENT	Danielle C. Adams	\$170.00	0.10	\$17.00
2/16/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE TERMINATION OF INTERLOCAL AGREEMENT	Danielle C. Adams	\$170.00	0.20	\$34.00
2/17/2023 DRAFT SERVICES AGREEMENT FOR REDISTRICTING; TELEPHONE CALL WITH ALJ REGARDING THE SAME	Danielle C. Adams	\$170.00	2.10	\$357.00
2/17/2023 TELEPHONE CONFERENCE WITH ALJ RE REDISTRICTING RESOLUTION AND AGREEMENT; REVIEW RESOLUTION FOR REDISTRICTING	Danielle C. Adams	\$170.00	0.50	\$85.00
2/19/2023 REVIEW NOTICE OF INTENT TO SUE (which file?)	Danielle C. Adams	\$170.00	0.10	\$17.00
2/19/2023 REVIEW AND RESPOND TO AUDREY SIKES RE RECODIFICATION OF CITY CODE MEETING	Danielle C. Adams	\$170.00	0.10	\$17.00
2/21/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS POLICY AND MEETING DEBRIEF	Danielle C. Adams	\$170.00	0.20	\$34.00
2/21/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS POLICY AND TONIGHTS MEETING	Danielle C. Adams	\$170.00	0.10	\$17.00
2/21/2023 REVIEW EMAIL FROM UF JOURNALISM STUDENT; TELEPHONE CONFERENCE WITH MICHELLE CANNON RE REQUEST FOR INTERVIEW	Danielle C. Adams	\$170.00	0.30	\$51.00
2/22/2023 REVIEW OTHER FLORIDA CITIES, TOWNS, AND COUNTIES FOR DEFINITION OF EXTENSIVE FOR PUBLIC RECORDS REQUEST CHARGE PURPOSES	Danielle C. Adams	\$170.00	0.70	\$119.00
2/22/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE SAFETY ISSUES AT EVENTS	Danielle C. Adams	\$170.00	0.10	\$17.00
2/23/2023 REVIEW EMAIL FROM AUDREY SIKES RE PUBLIC RECORDS POLICY	Danielle C. Adams	\$170.00	0.30	\$51.00
2/23/2023 TELEPHONE CONFERENCE WITH ALJ RE PUBLIC RECORDS POLICY	Danielle C. Adams	\$170.00	0.30	\$51.00
2/23/2023 REVIEW EMAIL FROM HUBERT RE MEDICAL MARIJUANA; TELEPHONE CONFERENCE WITH TJK RE THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00

Time Entries	Billed By	Rate	Hours	Subtotal
2/24/2023 REVIEW EMAIL FROM AUDREY SIKES WITH INFORMATION REGARDING PAYMENT COLLECTED FOR PUBLIC RECORDS REQUESTS	Danielle C. Adams	\$170.00	0.20	\$34.00
2/28/2023 REVIEW EMAIL CHAIN RE CDBG-CV GRANT FOR THE RICHARDSON COMMUNITY CENTER	Danielle C. Adams	\$170.00	0.40	\$68.00
		Time Entries Total	11.30	\$1,921.00

Total (USD)	\$1,921.00
Paid	\$0.00
Balance	\$1,921.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.


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Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	10.90	\$1,853.00
Kiersten N. Ballou	\$170.00	0.40	\$68.00

Trust Account Balance

Date	Item	Amount	Balance
3/20/2023	Current Balance		\$0.00

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Gainesville, FL 32601
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kim@foldswalker.com
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INVOICE

Number	493
Issue Date	4/3/2023
Matter	668900 - GENERAL REPRESENTATION
Email	taylor@lcfia.com

Bill To:

CITY OF LAKE CITY

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Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
3/3/2023 TELEPHONE CONFERENCE WITH CIVIC MUNICODE AND AUDREY SIKES RE CODIFICATION	Danielle C. Adams	\$170.00	0.30	\$51.00
3/3/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE REDISTRICTING AND PUBLIC RECORDS REQUEST MEETINGS	Danielle C. Adams	\$170.00	0.30	\$51.00
3/6/2023 ZOOM CONFERENCE WITH KURT SPITZER AND AUDREY SIKES RE REDISTRICTING	Danielle C. Adams	\$170.00	0.80	\$136.00
3/9/2023 TELEPHONE CONFERENCE WITH TJK RE CIRCLE K ISSUE AND CALL FROM ATTORNEY OUT OF TALLAHASSEE	Danielle C. Adams	\$170.00	0.20	\$34.00
3/11/2023 REVIEW EMAIL FROM TJK RE CITIZEN REVIEW BOARD AND RESPOND	Danielle C. Adams	\$170.00	0.30	\$51.00
3/13/2023 TELEPHONE CONFERENCE WITH ALJ RE MOU WITH SUMMER CAMP AND 119 LANGUAGE	Danielle C. Adams	\$170.00	0.10	\$17.00
3/13/2023 RESEARCH ABILITY OF COUNCIL TO GIVE SUBPOENA POWER TO A CITIZEN ADVISORY BOARD	Danielle C. Adams	\$170.00	0.50	\$85.00
3/14/2023 REVIEW EMAIL FROM AUDREY SIKES RE REDISTRICTING; REVIEW MEMORANDUM, DISTRICT MAPS, AND DATE FROM KURT SPITZER RE REDISTRICTING	Danielle C. Adams	\$170.00	0.50	\$85.00

Time Entries	Billed By	Rate	Hours	Subtotal
3/14/2023 REVIEW RESOLUTION ADOPTING REVISED PUBLIC RECORD REQUESTS POLICY; PROVIDE AMENDMENTS TO THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00
3/15/2023 REVIEW CORRESPONDENCE FROM TJK RE FLOCK CONTRACT AND FAILURE TO INCLUDE 119 LANGUAGE; REVIEW STATUTE; DRAFT RESPONSE TO TJK RE INCLUSION OF LANGUAGE; TELEPHONE CONFERENCE WITH ALJ RE THE SAME	Danielle C. Adams	\$170.00	1.00	\$170.00
3/15/2023 REVIEW EMAIL CORRESPONDENCE RE RICHARDSON CENTER DEEDS; RESPOND TO SAME	Danielle C. Adams	\$170.00	0.10	\$17.00
3/16/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE PUBLIC RECORDS MEETING ON FRIDAY	Danielle C. Adams	\$170.00	0.10	\$17.00
3/16/2023 ATTEND ZOOM MEETING WITH KURT SPITZER AND CHEVELLA YOUNG RE REDISTRICTING	Danielle C. Adams	\$170.00	1.00	\$170.00
3/17/2023 ATTEND MEETING WITH KURT SPITZER, MAYOR WITT, AND AUDREY SIKES RE REDISTRICTING	Danielle C. Adams	\$170.00	1.00	\$170.00
3/17/2023 ATTEND ZOOM CONFERENCE WITH KURT SPITZER, TODD SAMPSON, AND AUDREY SIKES RE REDISTRICTING	Danielle C. Adams	\$170.00	1.00	\$170.00
3/17/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES AND COUNCILMAN SAMPSON RE PUBLIC RECORDS POLICY AND DECORUM AT MEETINGS	Danielle C. Adams	\$170.00	0.30	\$51.00
3/17/2023 ATTEND ZOOM CONFERENCE WITH KURT SPITZER, AUDREY SIKES, AND COUNCILMAN HILL RE REDISTRICTING	Danielle C. Adams	\$170.00	0.50	\$85.00
3/22/2023 TELEPHONE CONFERENCE WITH ALYSHA JENKINS RE PUBLIC RECORDS REQUEST POLICY RESOLUTION REVISIONS; REVIEW REVISIONS AND PROVIDE APPROVAL OF THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00
3/22/2023 REVIEW FORWARDED EMAIL ORIGINALLY FROM STEW LILKER RE GOVERNOR'S PUBLIC RECORDS REQUEST SYSTEM	Danielle C. Adams	\$170.00	0.10	\$17.00
3/23/2023 TELEPHONE CONFERENCE WITH ALJ RE FDOT AGREEMENT EXHIBIT MISSING	Danielle C. Adams	\$170.00	0.20	\$34.00
3/23/2023 REVIEW FDOT AGREEMENT; REVIEW PROPOSED EXHIBIT A; TELEPHONE CONFERENCE WITH ALJ RE THE SAME	Danielle C. Adams	\$170.00	0.50	\$85.00
3/29/2023 REVIEW CORRESPONDENCE FROM TJK; RESEARCH FOURTH AMENDMENT CASES; DRAFT RESPONSE TO TJK RE CAMERAS IN ANNIE MADDOX PARK	Danielle C. Adams	\$170.00	1.00	\$170.00
3/29/2023 REVIEW EMAIL CORRESPONDENCE FROM TERRI RE LANDING HELICOPTER ON PUBLIC PROPERTY; REVIEW FAA REGULATIONS ON THE SAME; TELEPHONE CONFERENCE WITH TJK RE THE SAME	Danielle C. Adams	\$170.00	1.10	\$187.00

PKM

Time Entries	Billed By	Rate	Hours	Subtotal
3/29/2023 TELEPHONE CONFERENCE WITH TJK RE ANNIE MADDOX PARK	Danielle C. Adams	\$170.00	0.20	\$34.00
3/30/2023 TELEPHONE CONFERENCE WITH ALJ RE FDLE CONTRACT	Danielle C. Adams	\$170.00	0.10	\$17.00
4/3/2023 TEAMS MEETING WITH DEO, COUNTY, AND CITY RE CDBG GRANT	Danielle C. Adams	\$170.00	0.50	\$85.00
		Time Entries Total	12.30	\$2,091.00

PR Hunt
2026 103

Total (USD)	\$2,091.00
Paid	\$0.00
Balance	\$2,091.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.


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Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	12.30	\$2,091.00

Trust Account Balance

Date	Item	Amount	Balance
4/26/2023	Current Balance		\$0.00

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O: 352-372-1282

INVOICE

Number	494
Issue Date	4/3/2023
Matter	668901 - AIRPORT
Email	taylor@icfla.com

Bill To:

CITY OF LAKE CITY

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Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
3/3/2023 TELEPHONE CONFERENCE WITH ALJ RE AIRPORT HANGER ITB	Danielle C. Adams	\$170.00	0.30	\$51.00
3/3/2023 TELEPHONE CONFERENCE WITH DEE JOHNSON RE AIRPORT HANGAR ITB	Danielle C. Adams	\$170.00	0.20	\$34.00
3/13/2023 REVIEW AND REVISE CONTRACT FOR AIRPORT HANGER. MAINTENANCE	Danielle C. Adams	\$170.00	0.50	\$85.00
3/15/2023 REVIEW AIRPORT HANGER A1 LEASE FROM 2019 AND SUBSEQUENT LEASE FROM 2020; TELEPHONE CONFERENCE WITH ALJ RE THE SAME; REVIEW AD VALOREM TAX STATUTE; REVIEW ATTORNEY GENERAL OPINION RE AD VALOREM EXEMPTION; DRAFT RESPONSE TO ALJ RE THE ABOVE	Danielle C. Adams	\$170.00	1.00	\$170.00
3/29/2023 REVIEW GRANT APPLICATION FOR DRAINAGE STUDY; TELEPHONE CONFERENCE WITH ALJ RE THE SAME; DRAFT EMAIL TO CITY STAFF REQUESTING FURTHER INFORMATION	Danielle C. Adams	\$170.00	0.60	\$102.00
3/30/2023 TELEPHONE CONFERENCE WITH D JOHNSON RE FAA GRANT APPLICATION; TELEPHONE CONFERENCE WITH ALJ RE THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00
3/31/2023 TELEPHONE CONFERENCE WITH ALJ RE FAA GRANT APPLICATION; TELEPHONE CONFERENCE WITH D JOHNSON RE THE SAME	Danielle C. Adams	\$170.00	0.50	\$85.00
		Time Entries Total	3.40	\$578.00

Total (USD)	\$578.00
Paid	\$0.00
Balance	\$578.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.


In the event the balance of this Invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	3.40	\$578.00

Trust Account Balance

Date	Item	Amount	Balance
4/26/2023	Current Balance		\$0.00

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CITY OF LAKE CITY

INVOICE

Number	566
Issue Date	4/3/2023
Matter	V. BEFAITHFUL COKER
Email	taylor@lcfia.com

Which? —
fr. K. Bartrum
4.26.23
See attached
email. @ 4.26.23
dated 4.26.23 from
Danielle Adams @

Pay Now

Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
3/3/2023 REVIEW ORDER ON MOTION TO DISMISS	Danielle C. Adams	\$170.00	0.50	\$85.00
		Time Entries Total	0.50	\$85.00

Total (USD)	\$85.00
Paid	\$0.00
Balance	\$85.00

Terms & Conditions

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Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	0.50	\$85.00

Trust Account Balance

Date	Item	Amount	Balance
4/17/2023	Current Balance		\$0.00

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Gainesville, FL 32601
US
kim@foldswalker.com
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INVOICE

Number	587
Issue Date	4/3/2023
Matter	V. HERBERT LEE DINGLE
Email	taylor@icfla.com

Bill To:

CITY OF LAKE CITY

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Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
3/24/2023 REVIEW DEMAND LETTER FROM HERBERT LEE DINGLE; REVIEW LETTER FROM TJK; REVIEW REVISED DEMAND LETTER FROM HERBERT LEE DINGLE	Danielle C. Adams	\$190.00	0.50	\$95.00
		Time Entries Total	0.50	\$95.00

Total (USD)	\$95.00
Paid	\$0.00
Balance	\$95.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.


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Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$190.00	0.50	\$95.00

Trust Account Balance

Date	Item	Amount	Balance
4/26/2023	Current Balance		\$0.00

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Gainesville, FL 32601
US
kim@foldswalker.com
www.foldswalker.com
O: 352-372-1282

INVOICE

Number	777
Issue Date	5/5/2023
Matter	668900 - GENERAL REPRESENTATION
Email	taylor@lcfia.com

Bill To:
CITY OF LAKE CITY

Flat Fees

Flat Fees	Billed By	Price	Qty	Sub
Courtesy Fee Reduction 4/30/2023	FW	\$200.00	-1.00	\$-200.00
Flat Fees Total:				-1.00 \$-200.00

Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
4/5/2023 PREPARE FOR AND ATTEND AGENDA PREP MEETING	Danielle C. Adams	\$170.00	1.00	\$170.00
4/6/2023 ATTEND ZOOM CALL WITH SSW, DCA, KNB, AND TJK	Clay Martin	\$170.00	0.60	\$102.00
4/6/2023 ZOOM CONFERENCE WITH TJK RE APPEAL OF CIRCLE K LAND USE PERMIT	Danielle C. Adams	\$170.00	0.60	\$102.00
4/6/2023 REVIEW APPEAL BY GUY NORRIS; REVIEW PACKET CREATED BY TJK WITH ALL EMAILS AND ATTORNEYS NOTES OF CIRCLE K ISSUE	Danielle C. Adams	\$170.00	2.50	\$425.00
4/6/2023 ATTEND ZOOM CALL WITH WCM, SSW, DCA, AND TJK REGARDING CIRCLE K	Kiersten N. Ballou	\$170.00	0.60	\$102.00
4/6/2023 ATTEND ZOOM CALL	S. Scott Walker	\$170.00	0.60	\$102.00
4/7/2023 TELEPHONE CONFERENCE WITH MARSHALL RAINY RE APPEAL	Danielle C. Adams	\$170.00	0.80	\$136.00
4/7/2023 TELEPHONE CONFERENCE WITH TJK RE CONFERENCE WITH ATTY RAINY	Danielle C. Adams	\$170.00	0.20	\$34.00
4/10/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE REDISTRICTING MEETING	Danielle C. Adams	\$170.00	0.20	\$34.00
4/11/2023 TELEPHONE CONFERENCE WITH SSW RE REDISTRICTING MEETING	Danielle C. Adams	\$170.00	0.30	\$51.00

Time Entries	Billed By	Rate	Hours	Subtotal
4/11/2023 TELEPHONE CONFERENCE WITH DCA RE REDISTRICTING MEETING	S. Scott Walker	\$170.00	0.30	\$51.00
4/11/2023 TRAVEL TO AND ATTEND REDISTRICTING WORKSHOP	S. Scott Walker	\$170.00	2.50	\$425.00
4/12/2023 TELEPHONE CONFERENCE WITH MARSHALL RAINY RE JULY 6TH MEETING AND LETTER OF APPROVAL	Danielle C. Adams	\$170.00	0.30	\$51.00
4/12/2023 REVIEW MINUTES FROM JULY 6, 2022 MEETINGS RE CIRCLE K; TELEPHONE CALL WITH TJK RE THE SAME	Danielle C. Adams	\$170.00	0.50	\$85.00
4/12/2023 REVIEW EMAIL FROM AUDREY SIKES RE APPEAL OF REZONING; REVIEW LAND DEVELOPMENT CODE; DRAFT RESPONSE AND RECOMMENDATION TO CITY RE DENYING APPEAL	Danielle C. Adams	\$170.00	1.00	\$170.00
4/12/2023 REVIEW EMAIL FROM AUDREY RE WITNESS PAGE ON DEED; COMMUNICATE WITH ALYSHA JENKINS RE THE SAME	Danielle C. Adams	\$170.00	0.30	\$51.00
4/17/2023 TELEPHONE CONFERENCE WITH ALJ RE GUY NORRIS PHONE CALL	Danielle C. Adams	\$170.00	0.20	\$34.00
4/17/2023 PREPARE FOR AND ATTEND CITY COUNCIL MEETING; TELEPHONE CONFERENCE WITH TJK RE MEETING	Danielle C. Adams	\$170.00	2.50	\$425.00
4/18/2023 PREPARE FOR AND ATTEND TELEPHONE CONFERENCE WITH TJK RE APPEAL OF SITE PLAN	Danielle C. Adams	\$170.00	0.50	\$85.00
4/18/2023 TELEPHONE CONFERENCE WITH ALJ RE RESOLUTION ISSUES	Danielle C. Adams	\$170.00	0.30	\$51.00
4/20/2023 REVIEW PROPOSED CHANGES TO FIRE ASSESSMENT CONTRACT AND PROVIDE FEEDBACK	Danielle C. Adams	\$170.00	0.50	\$85.00
4/24/2023 REVIEW EMAIL FROM TJK RE HEARING	Danielle C. Adams	\$170.00	0.20	\$34.00
4/26/2023 REVIEW AND REVISE LETTER TO GUY NORRIS	Danielle C. Adams	\$170.00	0.50	\$85.00
4/26/2023 TELEPHONE CONFERENCE WITH ALJ RE RESOLUTION FOR FAA FUNDING	Danielle C. Adams	\$170.00	0.30	\$51.00
		Time Entries Total	17.30	\$2,941.00

Total (USD)	\$2,741.00
Paid	\$0.00
Balance	\$2,741.00
Total Outstanding	\$2,741.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	12.70	\$2,159.00
Clay Martin	\$170.00	0.60	\$102.00
Kiersten N. Ballou	\$170.00	0.60	\$102.00
S. Scott Walker	\$170.00	3.40	\$578.00

Trust Account Balance

Date	Item	Amount	Balance
5/12/2023	Current Balance		\$0.00



Folds Walker, LLC

527 E University Ave
Gainesville, FL 32601
US
kim@foldswalker.com
www.foldswalker.com
O: 352-372-1282

INVOICE

Number	1120
Issue Date	6/7/2023
Matter	668900 - GENERAL REPRESENTATION
Email	taylor@lcfla.com

Bill To:
CITY OF LAKE CITY

Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
5/1/2023 REVIEW P&Z AND HISTORIC AGENCY AGENDAS; TELEPHONE CONFERENCE WITH TJK RE THE SAME AND QUASI JUDICIAL PROCEDURES	Danielle C. Adams	\$170.00	0.50	\$85.00
5/1/2023 REVIEW PUBLIC RECORDS REQUEST; RESPOND REGARDING RESPONSIVE DOCUMENTS	Danielle C. Adams	\$170.00	0.10	\$17.00
5/1/2023 TELEPHONE CONFERENCE WITH ALJ RE PUBLIC RECORDS REQUEST	Danielle C. Adams	\$170.00	0.10	\$17.00
5/3/2023 TELEPHONE CONFERENCE WITH ALJ RE LEGAL OPINION IN EMAIL	Danielle C. Adams	\$170.00	0.30	\$51.00
5/9/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES RE DRIVER'S LICENSE ISSUE; RESEARCH EMPLOYMENT LAW RELATING TO REQUIREMENTS OF DRIVER'S LICENSES; FOLLOW UP TELEPHONE CONFERENCE WITH AUDREY SIKES RE THE SAME	Danielle C. Adams	\$170.00	1.00	\$170.00
5/9/2023 REVISE ACKNOWLEDGMENT OF JOB REQUIREMENTS MEMO TO EMPLOYEE	Danielle C. Adams	\$170.00	0.10	\$17.00
5/9/2023 TELEPHONE CONFERENCE WITH AUDREY SIKES AND HR RE EMPLOYEE RESIGNATION	Danielle C. Adams	\$170.00	0.10	\$17.00
5/10/2023 TELEPHONE CONFERENCE WITH TJK RE CIRCLE K APPEAL	Danielle C. Adams	\$170.00	0.30	\$51.00
5/10/2023 REVIEW MULTIPLE EMAILS FROM GUY NORRIS RE CIRCLE K APPEAL, EMAIL CORRESPONDENCE WITH WCM, SSW, AND KNB RE APPEAL ISSUE AND BOARD OF ADJUSTMENT HEARING VERSUS CITY COUNCIL	Danielle C. Adams	\$170.00	1.00	\$170.00
5/10/2023 REVIEW AUDIT LETTER AND APPROVE OF THE SAME	Danielle C. Adams	\$170.00	0.40	\$68.00
5/12/2023 REVIEW AND RESPOND TO EMAIL REGARDING INVASIVE DUCKS	Danielle C. Adams	\$170.00	0.40	\$68.00

Time Entries	Billed By	Rate	Hours	Subtotal
5/15/2023 PREPARE FOR AND ZOOM CONFERENCE WITH TODD KENNON REGARDING EASEMENTS AND INGRESS/EGRESS RIGHTS OVER CITY WASTEWATER TREATMENT SIGHT FOR ADJOINING RESIDENTIAL PROPERTIES	Clay Martin	\$170.00	1.00	\$170.00
5/17/2023 TELEPHONE CONFERENCE WITH MARSHALL RAINY RE REMOVAL OF ITEM FROM AGENDA AND PLACEMENT ON BOARD OF ADJUSTMENT	Danielle C. Adams	\$170.00	0.30	\$51.00
5/19/2023 TELEPHONE CONFERENCE WITH ALJ RE AUDIT LETTER	Danielle C. Adams	\$170.00	0.30	\$51.00
5/23/2023 RESEARCH CONVICTED FELONS HOLDING PUBLIC OFFICE; REVIEW EMAILS SENT TO MAYOR WITT; TELEPHONE CONFERENCE WITH TODD KENNON RE THE SAME	Danielle C. Adams	\$170.00	1.50	\$255.00
5/24/2023 ATTEND AGENDA PREP MEETING	Danielle C. Adams	\$170.00	0.70	\$119.00
5/24/2023 REVIEW EMAIL FROM AUDREY SIKES RE AGREEMENT WITH CIVICPLUS	Danielle C. Adams	\$170.00	0.30	\$51.00
		Time Entries Total	8.40	\$1,428.00

Total (USD)	\$1,428.00
Paid	\$0.00
Balance	\$1,428.00
Total Outstanding	\$1,428.00

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$170.00	7.40	\$1,258.00
Clay Martin	\$170.00	1.00	\$170.00

Trust Account Balance

Date	Item	Amount	Balance
6/6/2023	Current Balance		\$0.00



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – General Legal Services
Invoice 5522**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-10-22	Print and organize emails containing resolutions and Council Safety manual and Personnel Manual. Save all resolutions to flash drive for Mr. Kennon.	0.60	42.00	MBS
Oct-14-22	Receipt of email from Ms. Sikes and prepared Agenda packet for meeting on October 17, 2022, for Mr. Kennon.	0.20	14.00	MBS
Oct-17-22	Telephone call with Fred regarding agenda item updates and allocation of tasks. Reviewed agenda and supporting documents. Attended Council meeting.	2.80	476.00	TJK
Oct-18-22	Dictate instructions regarding scheduling meeting with City clerk. Reviewed notes from Council meeting.	0.20	34.00	TJK
	Emails to and from Ms. Sikes regarding availability to meet with Mr. Kennon and Ms. Adams. Telephone call from Ms. Adams as to her availability. Email to Ms. Sikes regarding Oct. 20th availability.	0.20	14.00	MBS

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY
† FLORIDA SUPREME COURT CERTIFIED CIRCUIT CIVIL MEDIATOR

††FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

Oct-24-22	Receipt of email from Mr. Hubert Collins as HR Director of City along with City manual and proposed verbiage to update the manual to include background checks for Director positions. Email to Mr. Collins acknowledging receipt and printed the same for Mr. Kennon's review.	0.20	14.00	MBS
Oct-25-22	Worked on correspondence to Scott Walker enclosing Resolution 2022-009 related to Legal Services contract for execution and return. Prepared the same for overnight delivery.	0.20	14.00	MBS
Oct-26-22	Received email correspondence from Ms. Adams as to legal opinion for PR 2022-368. Worked on dictated letter to Ms. Sikes confirming attorney approval on Ordinances 2022-2233 and 2022-2234.	0.50	35.00	MBS
	Received email correspondence from Ms. Sikes with Resolution 2021-159 and a request for new resolution for upcoming meeting. Also received a request for a Resolution related to OPEB Study.	0.30	21.00	MBS
Oct-27-22	Received emails from Ms. Sikes with additional Resolutions. Email to Ms. Adams regarding the same and printed for review and direction from Mr. Kennon. Worked on Resolution 2022-123, related to appointing members to the P&Z Board; Resolution 2022-126, related to the contract with Foster and Foster; and Resolution 2022-125, related to the City Finance Director position.	0.90	63.00	MBS
Oct-28-22	Worked on dictated letter and proposed Resolution 2022-124, related to Police Department Canine retirement. Worked on revisions to Resolution 2022-123, related to appointing members to the P&Z Board. Worked on revisions to Resolution 2022-125, related to the City Finance Director position. Updated, formatted, and disseminated the same to appropriate individuals. Worked on letter to Ms. Adams enclosing Foster and Foster agreement and draft of Resolution regarding the same. Telephone call from Ms. Adams regarding Zoom for today's conference call. Received emails from Ms. Adams to Ms. Sikes. Disseminated proposed Resolution 2022-124, related to Police Department Canine retirement to Chief Butler for approval. Received email from Chief Butler approving the same.	0.90	63.00	MBS

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Oct-29-22	Worked on revisions to Resolution 2022-123, related to appointing members to the P&Z Board, and dictate email to Ms. Sikes and Property Appraiser information to Danielle. Worked on revisions to Resolution 2022-126, related to the Foster and Foster agreement and dictated email to Ms. Adams. Telephone call with Ms. Sikes regarding various issues. Revised Resolution 2022-124, related to Police Department Canine retirement and forwarded the same to Chief Butler for review. Reviewed information regarding drug tests and 119 disclosures. Received Chief Butler's approval and dictated email to Ms. Sikes regarding Resolution 2022-124. Telephone conference with Paul Dyal. Reviewed correspondence regarding police negotiations. Zoom conference with Scott and staff regarding various issues.	4.50	765.00	TJK
Oct-31-22	Reviewed correspondence from Ms. Adams regarding 119 requirements and dictated e-mail to Ms. Sikes.	0.50	85.00	TJK
Oct-31-22	Received emails from Ms. Sikes with attachments for upcoming meetings, organized the same into appropriate files, and forwarded the same to Ms. Adams. Email from Ms. Sikes as to ADA compliance on Resolutions and forwarded the same to Ms. Adams. Email from Ms. Adams regarding Chapter 119 on resolutions and documents. Worked on dictated letter to Ms. Sikes with language to be inserted into Foster & Foster Contract and disseminated the same to appropriate individuals.	1.00	70.00	MBS
Totals		13.00	\$ 1,710.00	

DISBURSEMENTS

Oct-10-22	Photocopy Expense 85 @ 0.20	17.00
	Photocopy Expense 190 @ 0.20	38.00
Oct-14-22	Photocopy Expense of City Council Packet 10/17 248 @ 0.20	49.60
Oct-24-22	Photocopy Expense 89 @ 0.20	17.80
Oct-25-22	Overnight	27.90
Oct-28-22	Postage Expense	1.68
Oct-31-22	Photocopy Expense 297 @ 0.20	59.40
	Totals	<hr/> \$ 211.38
	Total Fee & Disbursements	\$ 1,921.38

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Airport
Invoice 5522**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-20-22	Reviewed materials concerning airport lease negotiations.	1.50	255.00	TJK
Oct-27-22	Attended Zoom conference call with Folds Walker re: City of Lake City Airport issue.	1.20	204.00	TJK
	Received email from Ms. Straugh regarding the Amendment #2 to the Lake City Airport Design.	0.20	14.00	MBS
	Totals	2.90	\$ 473.00	

DISBURSEMENTS

Totals	\$ 473.00
Total Fee & Disbursements	\$ 473.00

TAX ID Number 20-2029910



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February 2, 2023

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

**Re: City of Lake City – Befaithful Coker Appeal
Invoice 5522**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-26-22	Worked on dictated letter to Ms. Adams enclosing Notice of Appeal regarding Befaithful Coker and disseminated the same to appropriate individuals.	0.10	7.00	MBS
Oct-31-22	Telephone conference with Fred regarding Coker litigation and attorney fees. Office consult with Jenna Biewend regarding Coker appeal.	0.70	119.00	TJK
Totals		0.80	\$ 126.00	

DISBURSEMENTS

Totals	\$ 126.00
Total Fee & Disbursements	\$ 126.00

TAX ID Number 20-2029910

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY
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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Ami Fields
Invoice 5522**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-26-22	Received email correspondence from Mr. Smith as to Ami Fields.	0.10	7.00	MBS

Totals	0.10	\$ 7.00
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DISBURSEMENTS

Totals	\$ 7.00
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Total Fee & Disbursements	\$ 7.00
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TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Campbell Park
Invoice 5522**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-29-22	Gathered deeds and on-line information concerning Campbell Park. Telephone conference with Paul Dyal regarding Campbell Park.	1.00	170.00	TJK
Totals		1.00	\$ 170.00	

DISBURSEMENTS

Totals	\$ 170.00
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Total Fee & Disbursements	\$ 170.00
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TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

Re: City of Lake City – General Legal Services
Invoice No. 5669

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-25-22	Contact staff regarding applications of Pelham. Reviewed ordinances 2022-2233 and 2022-2234. Telephone conference with Scott Walker regarding various issues. Office consultation with Fred and staff regarding transitional issues and discussion on upcoming Agenda items.	3.00	510.00	TJK
Oct-26-22	Received and reviewed agenda preparation packet. Attended Agenda Preparation meeting at City Hall. Dictated email to Ms. Sikes regarding Ordinances pertaining to Pelham. Telephone conference with Ms. Adams regarding various issues. Reviewed correspondence from client regarding preparation of OPEB study and dictated draft resolution. Reviewed proposed contract with Foster and Foster.	5.00	850.00	TJK
Oct-27-22	Reviewed correspondence to public records request regarding interviews. Reviewed correspondence from City regarding Angela Taylor to execute documents and related resolutions and dictated draft of Resolution authorizing Angela Taylor to execute Finance documents. Reviewed correspondence regarding Code Violation on Parcel No.: 06085-000. Telephone	5.10	867.00	TJK

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conference with Sampson. Conference with Jason Dumas at annex.

Nov-01-22	Review of email from Ms. Sikes regarding the revised resolutions. Revised Resolutions 2022-123, related to appointing members to the P&Z Board, Resolution 2022-124, related to the Police Department Canine retirement, Resolution 2022-125 related to the City Finance Director position, and Resolution 2022-126 related to the Foster and Foster contract. Email to Ms. Sikes and Ms. Bruner attaching copies of revised Resolutions. received email from Ms. Sikes as to Resolution 2022-026. Telephone call to Ms. Sikes and left message. Email to Ms. Sikes in response attaching her revised Resolution 2022-026 and the missing attachment and "addendum" to be added to the contract. Email receipt of Zoom information for meeting 11/2/22.	1.30	91.00	MBS
Nov-02-22	Received emails from Ms. Bruner with agenda appointments and calendared the same. Email from Ms. Sikes with attached MOU11/21/2022 Meeting Police Union Agreement for resolution. Email from Ms. Sikes confirming that Foster will incorporate the paragraphs regarding the public records request 119 into their Agreement. Email from Carmelita Franco with attached revised ordinance changing the name of the City Attorney.	0.60	42.00	MBS
Nov-07-22	Pulled City Agenda and provided the same for Mr. Kennon.	0.10	7.00	RAC
	Dictated draft resolution regarding FOP Memorandum of Understanding. Reviewed agenda and supporting documents. Prepared for and attended Council meeting.	2.90	493.00	TJK
Nov-08-22	Reviewed revised agenda and attended Agenda Preparation meeting. Telephone conference with Ms. Adams to discuss Agenda Preparation meeting.	2.00	340.00	TJK

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Nov-09-22	Telephone conference with Robert Angelo regarding the Circle K project.	0.20	34.00	TJK
Nov-10-22	Conference with Growth Management and planning. Reviewed correspondence regarding public records policy and other correspondence.	1.90	323.00	TJK
Nov-11-22	Reviewed and revised Resolution 2022-126, related to the Foster and Foster contract. Reviewed correspondence from Ms. Sikes regarding the housing program with the County and dictated draft of associated Resolution.	1.30	221.00	TJK
	Worked on City Council Resolution 2022-127, related to an amendment to the interlocal agreement with Columbia County related to emergency home repair program for eligible citizens. Updated, formatted, and forwarded the same to the attorney for review.	0.50	35.00	LAC
	Worked on City Council Resolution 2022-129, related to the Memorandum of Understanding with the Florida State Lodge, Fraternal Order of Police, Inc. Updated, formatted, and forwarded the same to the attorney for review.	0.20	14.00	LAC
Nov-14-22	Reviewed Veteran's Admin Memorandum of Understanding and associated documentation and dictated draft of resolution to adopt the MOU. Dictated draft of Amendment review of Interlocal Agriculture with the County.	1.70	289.00	TJK
Nov-15-22	Reviewed and revised Resolution as to the Police Department and Veteran's Admin. Legal research as to enclaves.	1.50	255.00	TJK

Nov-16-22	Finalized Resolutions for November 21, 2022, and Amendment to Interlocal Agreement. Sent email to Ms. Sikes and Ms. Cannon and worked on issues pertaining to Circle K, and dictated information to Ms. Adams. Telephone conference with George Hudson regarding deeds for closed road. Telephone conference with Danielle regarding various issues.	3.70	629.00	TJK
	Received a call from Ms. Adams regarding agenda items due recently.	0.10	7.00	LAC
	Drafted letter to Folds and Walker regarding the Circle K issue. Scanned attachments.	0.30	21.00	LAC
	Drafted letter to Ms. Sikes including resolutions for upcoming agenda meeting. Sent Resolutions to Ms. Sikes in Word format.	0.30	21.00	LAC
Nov-17-22	Telephone conference with Mr. Angelo regarding various issues. Telephone conference with staff (x3). Telephone conference with Mayor. Reviewed Charts as to Council and employees.	2.30	442.00	TJK
Nov-18-22	Reviewed manual as to council/employee interactions. Reviewed and confirmed Release of Lien regarding Sylvester Warren. Dictated email to Ms. Adams regarding general agenda items. Telephone conference with Ms. Adams regarding general agenda items. Legal research on enclave. Telephone conference with Joel Foreman. Revised Interlocal Agreement with County regarding housing funds.	2.80	476.00	TJK
Nov-21-22	Reviewed Joel Foreman's revised Amendment to Interlocal Agreement with County. Reviewed Agenda and Supporting items. Reviewed information regarding AWA funding. Reviewed New Member Packet.	3.20	544.00	TJK
	Telephone Conference with the Mayor. Attended bi-monthly Council meeting.	2.10	357.00	TJK

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	Receipt of email from Ms. Sikes with ARPA Final Rule Overview and printed the same for review by Mr. Kennon. Email to Ms. Sikes the redlined version of the Amendment from County Attorney Mr. Foreman.	0.30	21.00	MBS
Nov-22-22	Reviewed Ordinance and supporting documents regarding George Hudson vacated street. Worked on deeds regarding George Hudson. Worked on Second Amendment to County Interlocal Agriculture. Office consult with Sampson regarding various issues.	4.00	680.00	TJK
	Worked on dictated draft of Quitclaim Deed for Hudson.	0.30	21.00	MBS
Nov-23-22	Reviewed agenda for Agenda Preparation meeting on November 23, 2022. Attended Agenda Preparation meeting at City Hall. Telephone conference with Ms. Sikes regarding information for resolutions.	2.50	425.00	TJK
	Received emails from Mr. Dyal and Mr. Angelo with revised Resolutions and forwarded the same to Ms. Adams and Mr. Kennon for review and response. Received email from Ms. Sikes regarding previous resolutions submitted, and provided an update on the same.	0.50	35.00	MBS
Nov-28-22	Reviewed information regarding the Police Department purchase of Tasers and dictated draft of associated resolutions. Reviewed email regarding finance director and marriage and dictated a response. Telephone conference with Ms. Adams regarding the same.	2.10	357.00	TJK

	Worked on draft Resolution 2022-132, related to the Police Department acceptance of a quote from Axon Enterprises for tasers and associated equipment. Email from and to Ms. Cannon regarding missing Agenda item. Received email from Mr. Koberlein with draft of ordinance related to Ad Valorem Tax Deferral. Email to Ms. Sikes advising we will not need a resolution in regard to the Finance Director's name change. Email from and to Ms. Sikes regarding Executive Meeting for tomorrow.	0.70	49.00	MBS
Nov-29-22	Reviewed information regarding Circle K project. Reviewed information regarding new council member handbook, printed and reviewed the same. Reviewed letter from Kelley D. Jones regarding Circle K and forwarded to the City. Attended staff meeting at City Hall. Telephone conference with Kelley Jones.	3.20	544.00	TJK
	Telephone call from Sue at the lake City Police Department regarding contact person for City of Lake City. Receipt of email from Sue to place the retirement of K9 Gyllian on the Agenda.	0.30	21.00	MBS
Nov-30-22	Review information regarding Kitchen Sink subscription as research resources. Draft deeds regarding George Hudson road closure. Telephone conference with Ms. Sikes regarding general matters. Telephone call with Ms. Adams regarding Hudson legal descriptions. Reviewed revised contract and revise Taser resolution.	1.70	289.00	TJK
	Receipt of email from Ms. Truell with revised contract for Resolution 2022-132. Revised and finalized Resolution 2022-132. Received emails from Ms. Sikes and emailed revised Resolution 2022-132 to Ms. Sikes. Revised Hudson Quit Claim Deed. Prepared draft of Caldwell Quit Claim Deed.	0.80	56.00	MBS

Dec-01-22	Worked on Resolution 2022-133, related to K9 Gyllian retirement. Updated, formatted, and disseminated the same to appropriate individuals. Worked on Resolution 2022-134, related to the Third Judicial Circuit Mutual Aid Agreement. Updated, formatted, and forwarded the same to the attorney for review. Worked on Resolution 2022-135 & 2022-136, related to the MOUs with Another Way for Domestic Violence victims and survivors. Updated, formatted, and forwarded the same to the attorney for review. Worked on Resolution related to the Budget Amendment. Updated, formatted, and forwarded the same to the attorney for review. Calendared land swap meeting with City and County for 12/9.	3.70	287.00	ALJ
Dec-02-22	Worked on Resolution 2022-134, related to the execution of the Third Judicial Circuit Mutual Aid Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	0.75	52.50	ALJ
Dec-05-22	Worked on correspondence to Ms. Adams regarding the Voluntary Annexation Issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.67	46.90	ALJ
Totals		63.62	\$ 9,752.40	

DISBURSEMENTS

Nov-21-22	Photocopy Expense 109 @ 0.20	21.80
Nov-29-22	Photocopy Expense 115 @ 0.20	23.00
Totals		\$ 44.80
Total Fee & Disbursements		\$ 9,797.20

TAX ID Number 20-2029910



ROBINSON KENNON & KENDRON, P.A.

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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Airport
Invoice 5669**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-27-22	Telephone conference with Scott Kierston and Ms. Adams regarding airport lease issues.	0.70	119.00	TJK
Nov-11-22	Reviewed and revised Resolution 2022-128, related to the amendment to the Public Transportation Grant Agreement with FDOT for lighting at the Lake City Gateway Airport.	0.50	85.00	TJK
	Worked on City Council Resolution 2022-128, related to the amendment to the Public Transportation Grant Agreement with FDOT.	0.10	7.00	LAC
Nov-21-22	Reviewed billing records for Mark Grey regarding Mr. Booth and correspondence from Fred.	0.60	102.00	TJK
Nov-22-22	Office consult with Fred and staff regarding ongoing legal matters to be addressed related to the Airport.	0.60	102.00	TJK

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY
† FLORIDA SUPREME COURT CERTIFIED CIRCUIT CIVIL MEDIATOR

††FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

Nov-28-22	Reviewed emails from Clerk's office. Conference with Mr. Kennon as to receipt of Resolution 2022-131, related to the realignment of Taxiway C and rehabilitation of the transient apron and taxi lane at the Airport. Email to Ms. Sikes regarding the same and asked to have information forwarded to me. Received email from Ms. Sikes with information for Resolution 2022-131 and printed the same for review by Mr. Kennon to prepare a resolution. Type dictated draft of Resolution 2022-131. Made revisions to Resolution 2022-131 and emailed Resolution and supporting documents to Ms. Sikes.	1.00	70.00	MBS
Totals		3.50	\$ 485.00	

DISBURSEMENTS

Totals	\$ 485.00
Total Fee & Disbursements	\$ 485.00

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Befaiithful Coker Appeal
Invoice No. 5669**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-26-22	Reviewed appellate pleadings filed by Befaiithful Coker. Office consult with Jenna Biewend regarding the appeal.	0.50	85.00	TJK

Totals	0.50	\$ 85.00
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DISBURSEMENTS

Totals	\$ 85.00
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Total Fee & Disbursements	\$ 85.00
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TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Ami Fields
Invoice 5669**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-27-22	Reviewed correspondence regarding Ami Fields potential claim.	0.20	34.00	TJK
Nov-17-22	Telephone conference with Susan Erdelyi regarding litigation matter updates.	0.10	17.00	TJK
	Totals	0.30	\$ 51.00	

DISBURSEMENTS

Totals	\$ 51.00
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Total Fee & Disbursements	\$ 51.00
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TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – James Hodges
Invoice 5669**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-30-22	Email and telephone call from Dean Smith regarding Mr. Hodges' Complaint naming the City of Lake City.	0.20	14.00	MBS
Dec-01-22	Worked on correspondence to Claims Rep and Dean Smith regarding James Hodges.	0.40	28.00	ALJ
	Totals	0.60	\$ 42.00	

DISBURSEMENTS

Totals	\$ 42.00
Total Fee & Disbursements	\$ 42.00

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

Re: *City of Lake City – Thomas Henry
Invoice 5669*

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-26-22	Telephone conference with Susan Erdelyi regarding ongoing litigation matter.	0.30	51.00	TJK
Nov-07-22	Reviewed correspondence from Ms. Erdelyi regarding Henry litigation.	0.10	17.00	TJK
Nov-17-22	Telephone conference with Susan Erdelyi regarding updates to litigation matter.	0.20	34.00	TJK
	Totals	0.60	\$ 102.00	

DISBURSEMENTS

Totals	\$ 102.00
Total Fee & Disbursements	\$ 102.00

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – General Legal Services
Invoice 5839**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-01-22	Finalize Third Circuit Mutual Aid Resolution and forwarded to Ms. Sikes. Dictated draft Resolution related to K-9 Gyllian. Finalized George Hudson deeds and forwarded the same to Ms. Adams for review. Reviewed materials related to Third Circuit Mutual Aid Agreement and dictated draft Resolution Adopting Mutual Aid Agreement. Reviewed materials concerning Memorandum of Understanding for Another Way and the Police Department and dictated draft resolution regarding the same. Legal research on various issues. Revised Memorandum of Understanding as to Police Department and United Way and dictated email to Ms. Sikes. Revised K9 Gyllian resolution and forwarded the same to Ms. Sikes.	3.50	595.00	TJK
Dec-02-22	Telephone conference with Mr. Johnson regarding various issues. Reviewed cases on annexation and enclaves. Prepared correspondence to Ms. Adams regarding annexation issues. Telephone conference with Ms. Adams regarding the same.	0.20	34.00	TJK
Dec-05-22	Reviewed correspondence regarding the budget amendment and dictated revisions to resolution. Attended Council meeting.	3.80	646.00	TJK

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY

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Dec-06-22	Reviewed KLO's billing and dictated email to Finance department regarding the same. Reviewed correspondence from finance department regarding the Budget Amendment. Revised Resolution 2022-137, related to amendment one to the operating budget for FY beginning October 2021. Reviewed draft agenda for Agenda Preparation meeting on December 7, 2022, and conference with Alysha regarding tasks completed. Finalized resolutions regarding the MOU with the Police Department and Another Way.	1.70	289.00	TJK
	Worked on correspondence with invoice from KLO. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Dec-07-22	Telephone conference with Ms. Adams regarding annexation issues. Telephone conference with Mr. Angelo regarding annexation issues. Finalized review of annexation issues. Worked on Mr. Dyal's employment contract.	1.20	204.00	TJK
	Attended Agenda Preparation meeting for upcoming Council meeting 12/19/22.	0.60	42.00	ALJ
Dec-08-22	Worked on Resolution 2022-135 and Resolution 2022-136, related to the MOUs with Another Way. Updated, formatted, and disseminated the same to appropriate individuals.	1.20	84.00	ALJ
	Telephone conference with Ms. Sikes regarding various issues. Worked on Mr. Dyals Employment Agreement and made revisions to the same. Reviewed personnel policy. Telephone conference with Mr. Hill.	1.60	272.00	TJK
	Coordinated meeting with Mr. Kennon and Ms. Adams to discuss topics from Agenda Preparation meeting.	0.10	7.00	ALJ

Dec-09-22	Reviewed materials from Joel regarding the land swap with the County and conference with Mr. Dyal, Foreman, and Krause regarding land swap. Worked on Circle K issue. Conference call with Alysha to contact Fred regarding emails concerning the land swap. Telephone conference with Ms. Adams regarding various issues.	3.40	578.00	TJK
Dec-13-22	Reviewed materials on Circle K and dictated draft email to Mr. Angelo. Telephone conference with Jarod Stubbs with Circle K. Telephone conference with Ms. Adams regarding various issues. Reviewed Hudson and Caldwell deeds. Finalized drafts of Resolution 2022-139, related to Task Assignment #5 with GMUER, corresponding Task Assignment, and corresponding documents. Dictated instructions to forward the same to Ms. Sikes.	1.80	306.00	TJK
	Worked on Ordinance 2022-2235, related to Ad Valorem Tax Deferral for Affordable Housing. Updated, formatted, and disseminated the same to appropriate individuals.	0.75	52.50	ALJ
Dec-14-22	Telephone conference with Ms. Adams regarding homeless issues. Reviewed correspondence regarding Circle K from Circle K attorney and Mr. Dyal. Telephone conference with Mr. Dyal regarding the same.	1.10	187.00	TJK
	Worked on Resolution 2022-139, authorizing Task Assignment #5 with GMUER Engineering. Worked on corresponding Task Assignment 5. updated, formatted, and disseminated the same to appropriate individuals.	1.60	112.00	ALJ
	Coordinated and set up Zoom meeting with Mr. Kennon, Ms. Adams, Mr. Dyal, and Mr. Johnson.	0.20	14.00	ALJ
Dec-15-22	Reviewed ordinances 2022-2236 and 2022-2237 and corresponding data and maps from Ms. Franco, and dictated email to Ms. Sikes regarding the same. Reviewed email and supporting documentation concerning the FDOT Grant on Grandview St. resurfacing and dictated draft of Resolution related to the same.	1.90	323.00	TJK

*BOARD CERTIFIED CIVIL TRIAL ATTORNEY

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††FLORIDA SUPREME COURT CERTIFIED FAMILY LAW MEDIATOR

	Worked on correspondence to Ms. Sikes regarding Ordinance 2022-2236 and Ordinance 2022-2237. updated, formatted, and disseminated the same to appropriate individuals.	0.40	28.00	ALJ
	Worked on revised Hudson and Caldwell deeds. Updated, formatted, and forwarded the same to Ms. Adams for review of legal description.	0.50	35.00	ALJ
Dec-16-22	Prepared for and had conference with Mr. Hill regarding Mr. Dyal's employment agreement. Reviewed information regarding the same. Telephone conference with Scott Steady regarding attorney for Circle K. Telephone conference with Mr. Angelo regarding issuance of permit. Organized notes on Mr. Dyal's Employment Agreement issues. Telephone conference with Mr. Dyal regarding various issues. Reviewed Agenda and supporting documents for Council meeting.	2.80	476.00	TJK
	Worked on revised Hudson and Caldwell deeds and disseminated the same to appropriate individuals for execution.	0.10	7.00	ALJ
Dec-18-22	Reviewed notes and drafts of Mr. Dyal's Employment Agreement and telephone conference with Mr. Dyal regarding the Agreement.	0.80	136.00	TJK
Dec-19-22	Meeting 5:30-7:30. Revised/redline Mr. Dyal's proposed Employment Agreement (a). Reviewed Police Department and Hearing-Impaired Resolution, Agreement and Request for Renewal. Attended bi-monthly meeting. Finalized review of Tax Deferral ordinance and applicable enacting statutes. Finalized review of Agenda and supporting documents. Reviewed and responded to Mr. Angelo's email concerning old Ken's location annexation. Telephone conference with Mr. Johnson regarding tax deferral.	4.40	748.00	TJK
	Reviewed request from Police Department for renewal Memorandum of Understanding regarding the hearing impaired. Researched and determined renewal not needed until 2024. Advised the Client of the same.	1.50	105.00	ALJ

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	Worked on Mr. Dyal's Employment Agreement revisions/red-line. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Dec-20-22	Telephone conference with Ricky Jernigan. Office consult with Mr. Jernigan. Telephone conference with Danielle regarding annexation issues. Telephone conference with Mr. Angelo as to annexation issues. Legal research as to State or County Road serving as boundary regarding enclave issue.	2.60	442.00	TJK
	Reviewed and finalized Resolution 2023-002 related to the FDOT contract regarding Grandview re-paving. Dictated email to Ms. Sikes regarding the same. Reviewed Agenda Preparation meeting agenda. Dictated draft resolution regarding Mr. Dyal's Employment Agreement. Telephone conference with Jake Hill. Telephone conference with Mr. Dyal regarding various issues.	3.10	527.00	TJK
	Attended Agenda Preparation meeting for 1/3 Council meeting.	1.00	70.00	ALJ
	Worked on Resolution 2023-002, related to the Grandview Resurfacing Grant Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	2.50	175.00	ALJ
	Worked on Resolution 2022-138/2023-001, related to the Paul Dyal Contract. Worked on third revisions to the contract with red-line and green-line versions. Updated, formatted, and disseminated the resolutions with the corresponding exhibits to appropriate individuals.	2.00	140.00	ALJ
Dec-22-22	Prepare for and attend meeting with Mr. Dyal regarding Employment Agreement. Modified draft of proposed Agreement. Worked on 119 Requests. Telephone conference with Kelli Jones regarding Nick Patel related to Circle K.	2.30	391.00	TJK

Dec-27-22	Office consult with Ricky Jernigan regarding the City. Reviewed Revised Agenda for Council meeting. Telephone conference with Mr. Angelo on Circle K. Telephone conference with Attorney Kelly Jones regarding Circle K. Telephone conference with attorney Marshall Rainey who represents Circle K.	2.90	493.00	TJK
Dec-28-22	Reviewed Resolutions and Ordinances from N.C. Florida Regional Planning Council regarding land use zoning and annexation issues. Dictated email to Ms. Sikes regarding review of resolutions and ordinances.	1.10	187.00	TJK
Dec-29-22	Research on abstention from voting. Reviewed legal memorandum regarding board member assisting attorney. Telephone conference with Ms. Adams and Scott regarding the same. Dictated memorandum regarding voting requirements. Telephone conference with Ms. Sikes regarding various issues. Dictated resolution regarding the CDBG Grant. Forwarded documents to the City. Reviewed CDBG Supporting documents.	2.90	493.00	TJK
	Worked on Resolution 2023-003, related to the CDBG-CV agreement for the rehabilitation of the Richardson Community Center for the use of Covid testing and vaccinations and to reimburse the City for certain costs.	2.00	140.00	ALJ
Totals		58.75	\$ 8,422.50	

DISBURSEMENTS

Dec-15-22	Photocopy Expense 250 @ 0.20	50.00	
Totals		\$ 50.00	
Total Fee & Disbursements		\$ 8,472.50	

TAX ID Number 20-2029910



ROBINSON KENNON & KENDRON, P.A.

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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Airport
Invoice 5839**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-02-22	Telephone conference with Mr. Johnson regarding various issues.	0.20	34.00	TJK
Dec-07-22	Worked on Resolution 2022-131, related to the FDOT Grant Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	0.90	63.00	ALJ
Dec-20-22	Received request from Todd Sampson for a copy of the HAECO lease. Sent the same via email to Mr. Sampson.	0.20	14.00	ALJ
Dec-21-22	Email to Todd Sampson with a copy of the legal description from the original HAECO lease and property appraiser information.	0.25	17.50	ALJ
Dec-19-22	Disseminated edited and final draft versions of HAECO lease to appropriate individuals.	0.25	17.50	ALJ
Dec-22-22	Worked on correspondence to Ed Booth regarding HAECO. Updated, formatted, and disseminated the same to appropriate individuals.	0.25	17.50	ALJ
Totals		2.05	\$ 163.50	
DISBURSEMENTS				
Totals			\$ 163.50	
Total Fee & Disbursements			\$ 163.50	

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

Re: *City of Lake City – James Hodges
Invoice 5839*

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-01-22	Reviewed various correspondence regarding Hodges claim and telephone conference with Melissa Shepard at Florida League of Cities. Dictated emails to appropriate parties regarding responses.	0.60	102.00	TJK
	Totals	0.60	\$ 102.00	
DISBURSEMENTS				
	Totals		\$ 102.00	
	Total Fee & Disbursements		\$ 102.00	

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Donna Crayger
Invoice 5839**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-06-22	Reviewed Notice of Intent to Sue and associated documentation regarding Donna Crayger.	0.15	25.50	TJK
Dec-14-22	Reviewed documentation regarding claim and associated correspondence. Telephone conference with Susan Ederlyi regarding claim.	0.50	85.00	TJK
	Totals	0.65	\$ 110.50	

DISBURSEMENTS

Totals	\$ 110.50
Total Fee & Disbursements	\$ 110.50

TAX ID Number 20-2029910



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THOMAS J. KENNON††
JOHN J. KENDRON

February 2, 2023

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

**Re: City of Lake City – Haggerty-Schumm
Invoice 5839**

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-06-22	Reviewed Notice of Intent to Sue and associated documentation regarding Haggerty-Schumm.	0.15	25.50	TJK
Dec-14-22	Reviewed documentation regarding claim and associated correspondence. Telephone conference with Susan Ederlyi regarding claim.	0.40	68.00	TJK
	Totals	0.55	\$ 93.50	

DISBURSEMENTS

Totals	\$ 93.50
Total Fee & Disbursements	\$ 93.50

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
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Ph:(386) 755-1334

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City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

January 20, 2023

Attention:

File #: 01579-001

Inv #: 5960

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Oct-02-22	Emails to Mr. Dyal and Mr. Walker to attempt to coordinate a date/time to meet to discuss HAECO. Email from Mr. Dean with the 2022 Safety Manual revised and printed same for file.	0.20	14.00	MBS
Oct-25-22	Review materials on FAA Grant Assurance requirements; Review correspondence concerning Haeco Lease.	1.20	204.00	TJK
	Telephone conference Danielle regarding Haeco issues; Review supporting materials and dictate draft resolution as to Amendment to FDOT airport grant; Review prior Aero/Haeco Lease.	1.80	306.00	TJK
	Email copy of redline version of HAECO Lease to Mr. Walker. Email to Mr. Dyal and Mr. Walker to try to coordinate meeting to discuss HAECO revisions to Lease. Email from Mr. Dyal with his availability for after the agenda preparation of meeting 10/26/22 and email Mr. Walker as to his availability after the agenda preparation of meeting.	0.50	35.00	MBS
Oct-28-22	Email from and to Ms. Sikes as to receipt of copy of HAECO Lease.	0.20	14.00	TJK
	Totals	3.90	\$573.00	

Total Fee & Disbursements

\$573.00**Balance Now Due**

\$573.00

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

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Lake City, FL 32055 USA

Ph:(386) 755-1334

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City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

January 20, 2023

File #: 01579-001

Attention:

Inv #: 5961

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-04-22	Review Mr. Kennon's calendar for availability for meeting with Mr. Dyal regarding HAECO. Email to Mr. Dyal with Mr. Kennon's availability. Email from Mr. Dyal as to 11/7/22. Email to Ms. Adams and partners to see if someone from their firm would be available on 11/7/22. Emails from and to Mr. Dyal and confirmed 11/8 at 4:00 for meeting.	0.60	42.00	MBS
Nov-08-22	Prepare for and attend meeting regarding Haeco.	2.20	374.00	TJK
Nov-23-22	Email to and from Danielle Adams at Folds Walker regarding setting meeting next week with Mr. Dyal to finalize HAECO.	0.20	14.00	MBS
Nov-28-22	Review information regarding DOT Airport and Grant and dictate draft of associated resolution;	1.00	170.00	TJK

Totals

4.00 \$600.00

Total Fee & Disbursements

\$600.00

Balance Now Due

\$3,349.00

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
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Ph:(386) 755-1334

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City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

January 20, 2023

Attention:

File #: 01579-001
Inv #: 5962

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Dec-06-22	Telephone conference E. Vernon Douglas, Attorney regarding Haeco Lease.	0.40	68.00	TJK
Dec-12-22	Office consult Danielle regarding Haeco Issues; Review materials from Haeco provided by Douglas.	2.20	374.00	TJK
Dec-15-22	Telephone conference Vernon Douglas; Conference call to discuss Airport.	0.60	102.00	TJK
Dec-16-22	Telephone conference Vernon Douglass regarding Haeco.	0.30	51.00	TJK
Dec-19-22	Review memorandum regarding airport issues from Danielle; Telephone conference with Danielle (x3) Telephone conference with Vernon Douglas.	1.00	170.00	TJK
Dec-21-22	Telephone conference Danielle regarding airport issues; Organize legal description and property appraiser information for Sampson regarding Haeco; Telephone conference Ed Booth regarding Airport issues.	1.50	255.00	TJK
Dec-22-22	Dictate e-mail to Booth regarding airport issues;	0.40	68.00	TJK
Dec-27-22	Telephone conference Danielle regarding Haeco; Review e-mail form Audrey regarding special meeting issues and review Roberts	0.80	136.00	TJK

Rules of Order; Telephone conference Ed Booth.

Dec-28-22	Review documentation regarding Haeco Lease in preparation of special meeting; Attend special meeting as to Haeco Lease; Telephone conference Vernon Douglas (2x); Review 2nd revised Agenda; Telephone conference Ed Booth regarding legal description; Telephone conference Danielle (2x); Telephone conference Audrey (2x); Review and confirm legal.	5.00	850.00	TJK
Dec-29-22	Telephone conference Vernon Douglas (3x); Telephone conference Sampson.	0.60	102.00	TJK
Totals		12.80	\$2,176.00	

Total Fee & Disbursements

\$2,176.00

Balance Now Due

\$3,349.00

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

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

February 16, 2023

Attention:

File #: 00801-001

Inv #: 6046

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-03-23	Review Mr. Sampson's questions for meeting and forward to Danielle; Review personnel policy; Telephone conference Audrey Sikes regarding background and bonding issues; Telephone conference Steve Witt regarding Agenda items; Review Resolution 2022-018 and Interlocal Agreement; Review revised agenda; Prepare for and attend council meeting; Telephone conference Guy Norris regarding Circle K permit.	5.00	850.00	TJK
Jan-04-23	Attend Agenda preparation meeting; Telephone conference Joel Foreman regarding Richardson issues.	2.70	459.00	TJK
	Attended Agenda Preparation Meeting.	1.25	87.50	ALJ
Jan-05-23	Review E-Mail from Circle K attorney; Forwards to Dyal and telephone conference Dyal and Angelo regarding Circle K issues; Review resolution 2022-012 regarding interlocal within county regarding building permits; Telephone conference Chief Butler regarding demonstration; Telephone conference Jernigan and staff regarding meeting and Agenda issues.	2.00	340.00	TJK
	Forwarded an email received from Mr. Rainey	0.10	7.00	ALJ

	regarding the Circle K issues to Mr. Dyal and Ms. Adams.			
	Worked on correspondence to Mr. Rainey regarding the Circle K issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Jan-06-23	Meeting with Jernigan and staff regarding various issues; Meeting with staff regarding various issues.	3.00	510.00	TJK
	Prepared letter to Robert Angelo re: Circle K; updated, formatted and disseminated the same to appropriate individuals.	0.20	14.00	LAC
Jan-09-23	Telephone conference Paul Dyal.	0.20	34.00	TJK
	Worked on clean copy of contract for Mr. Dyal. Updated, formatted, and disseminated the same to appropriate individuals to accompany the previously submitted resolution.	0.20	14.00	ALJ
	Requested a copy of fully executed Ordinance 2022-2235 related to Ad Valorem Tax Deferral from the City Clerk's office.	0.10	7.00	ALJ
Jan-10-23	Review correspondence regarding Richardson and DEO; Review correspondence from Foreman regarding Richardson and County termination of Lease/Interlocal Agreement; Dictate e-mail to Dyal regarding Richardson; Telephone conference Paul and Audrey regarding Agenda issues.	1.20	204.00	TJK
	Worked on correspondence to Mr. Dyal regarding the Richardson Community Center. Updated, formatted, and disseminated the same to appropriate individuals.	0.10	7.00	ALJ
Jan-11-23	Dictate e-mail to Graham Markham at DOE regarding Richardson Community Center; Dictate draft letter for use by Police Department for medical expense collections.	0.60	102.00	TJK
	Worked on correspondence for Ms. Tuell regarding collection notices received by the Police Department. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	35.00	ALJ

Jan-13-23	Reviewed DOT resolution related to the FDOT grant and email from FDOT. Dictated email to Danielle for review. Telephone conference with Chief Butler related to firearm issue. Reviewed and responded to email regarding the start date for Paul Dyal's contract. Reviewed statutes on firearm discharge. Telephone conference with Robert Angerlo regarding the zoning petition and issues.	1.60	272.00	TJK
	Received email from Ms. Sikes regarding Patterson Avenue Grant Agreement. Reviewed emails and supporting documents received, and forwarded the same to Ms. Adams. Sent email response to Ms. Sikes that a resolution is needed for the change in the Grant Agreement.	0.50	35.00	ALJ
Jan-16-23	Reviewed agenda and supporting documents. Legal research on discharge of firearms.	0.70	119.00	TJK
Jan-17-23	Reviewed Attorney General Opinions as to regulation of shooting activities and other applicable statutes. Telephone conference with Danielle regarding Agenda items. Dictated memo regarding Richardson Community Center. Attended meeting of Council. Legal research on employment issues.	4.20	714.00	TJK
	Sent email to Ms. Adams with procedure for motion to reconsider.	0.20	14.00	ALJ
	Sent email to Ms. Adams with options for Richardson Community Center issues.	0.20	14.00	ALJ
	Sent email to Ms. Adams with additional agenda item regarding the Richardson Community Center.	0.10	7.00	ALJ
	Received revised agenda packet for council meeting. Printed and forwarded the same for Mr. Kennon's review.	0.20	14.00	ALJ
	Worked on draft resolution for Mobile Device Policy. Updated, formatted, and forwarded the same to the attorney for review.	1.00	70.00	ALJ
	Sent email to the Clerk's office for a copy of the Supplemental Agreement for Patterson Avenue issue.	0.10	7.00	ALJ
	Received email from the Clerk's office	0.10	7.00	ALJ

	regarding Bascom Norris Road. Forwarded the same to Ms. Adams for review.			
Jan-18-23	Telephone conference with Danielle regarding future agenda items and meeting conduct. Conference with Audrey Sikes regarding resolution execution and agenda for next meeting. Telephone conference with Scott Steady. Telephone conference with Guy Norris regarding Circle K issues.	1.50	255.00	TJK
	Worked on Resolution 2023-006, related to the Mobile Device Policy. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Jan-19-23	Reviewed potential agenda item regarding Tri County Pearls Interest Group. Reviewed and revised Resolution 2023-007.	0.50	85.00	TJK
	Received and reviewed Public Records Policy. Updated and forwarded corrections to appropriate individuals.	1.00	70.00	ALJ
Jan-20-23	Telephone conference with Robert Angelo regarding project for police department and discharge of firearms.	0.30	51.00	TJK
	Telephone conference with Robert Angelo and dictated email to Guy Norris.	0.40	68.00	TJK
	Worked on correspondence to Guy Norris with an update on the Circle K issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Jan-24-23	Office consultation with staff to address general agenda items and potential special meeting as to Richardson Community Center. Telephone conference with Joel Foreman regarding Richardson Community Center.	2.00	340.00	TJK
	Received call from Robert Angelo regarding Guy Norris' public record request. Forwarded the same to Mr. Kennon for review and response.	0.10	7.00	ALJ
	Received draft agenda from Ms. Bruner. Reviewed items and updated pending items accordingly.	1.00	70.00	ALJ

Jan-25-23	Reviewed agenda for Agenda Preparation of Meeting. Attended Agenda Preparation of Meeting. Telephone conference with Robert Angelo regarding Circle K 119 request. Office consultation with Robert Angelo regarding Circle K 119 request. Reviewed Supreme Court case on firearms.	3.20	544.00	TJK
Jan-26-23	Review documentation regarding surplus property. Dictated draft resolution 2023-010. Reviewed and finalized resolution to send to the Client.	0.50	85.00	TJK
	Prepared for and attended office conference with Chief Butler regarding various issues. Reviewed Information Sharing Agreement with Santa Rosa Sheriff's Office and LCPD. Reviewed correspondence from Santa Rosa and dictated draft of Resolution 2023-011.	2.10	357.00	TJK
	Worked on Resolution 2023-010, related to Fixed Asset Disposal. Updated, formatted, and disseminated the same to appropriate individuals.	1.10	77.00	ALJ
Jan-27-23	Reviewed Report to Council and Memorandum of Understanding. Dictated draft of Resolution 2023-012 related to Flock Group and LCPD.	0.60	102.00	TJK
Jan-30-23	Worked on Resolution 2023-011, related to the renewal MOU with Santa Rosa County. Updated, formatted, and disseminated the same to appropriate individuals.	1.20	84.00	ALJ
Jan-31-23	Telephone conference with Audrey Sikes regarding Richardson Community Center. Telephone conference with Joel Foreman regarding the legal description of Richardson Community Center. Telephone conference with Robert Angelo regarding the legal description of Richardson Community Center. Telephone conference with Michael Dilday regarding discharge of firearms in residential area.	1.20	204.00	TJK
	Dictated email to Chief butler regarding Flock Group MOU and 119 language needed.	0.30	51.00	TJK
	Worked on correspondence to Chief Butler regarding the language to add in the MOU	0.40	28.00	ALJ

with Flock Group. Updated, formatted, and disseminated the same to appropriate individuals.

Totals	44.85	\$6,519.50
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DISBURSEMENTS

Photocopies	348.00
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Totals	\$348.00
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Total Fee & Disbursements	\$6,867.50
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Previous Balance	22,122.58
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Previous Payments	22,122.58
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Balance Now Due	\$6,867.50
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TAX ID Number 20-2029910

PAYMENT DETAILS

Feb-03-23	For Services Rendered	22,122.58
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Total Payments	\$22,122.58
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Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

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

March 24, 2023

Attention:

File #: 00801-001

Inv #: 6372

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-01-23	Received email from Chief Butler in response to previous correspondence requesting 119 language to add to MOU with Flock Group. Telephone conference with Danielle Adams regarding the same. Emailed response to Chief Butler requesting 119 language is added to MOU.	0.30	21.00	ALJ
Feb-02-23	Telephone conference with Danielle regarding coverage at upcoming meeting. Telephone conference with Todd Sampson regarding Richardson deeds. Dictated email to Joel Foreman regarding the legal description for Richardson. Telephone conference with George Hudson regarding road vacation.	0.90	153.00	TJK
	Worked on correspondence to Joel Foreman regarding Richardson Community Center. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on changes to MOU with Flock Group. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Feb-03-23	Review file to determine potential public records as to Guy Norris' 119 Request.	0.40	68.00	TJK
	Telephone conference with Robert Angelo regarding the annexation time frame.	1.10	187.00	TJK

	Dictated email to Joel Foreman regarding the annexation time frame. Reviewed correspondence from Joel regarding Charles Terrace (county project) and dictated email to Dyal regarding Charles Terrace.			
	Reviewed information from Dyal regarding legal description from School Board regarding Richardson and dictated email to Joel Foreman.	0.30	51.00	TJK
	Received agenda from Audrey for 2/6/23 Council meeting. Sent email to Audrey regarding telephone conference with Mr. Kennon and Mr. Johnson and requested an update to the agenda packet.	0.20	14.00	ALJ
	Called Attorney Meagan Logan regarding the legal discription for Richardson Community Center, and left a message regarding the same. Sent an email to confirm the legal description and requested clarification of remainder of property Ms. Logan discussed with Mr. Koberlein previously.	0.50	35.00	ALJ
	Worked on correspondence to Joel Foreman regarding Annexation issue. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on correspondence to Paul Dyal regarding Charles Terrace. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Received a copy of the Quit Claim Deed for the Richardson Community Center. Forwarded the same to Danielle for review, and printed the same for the Client file.	0.20	14.00	ALJ
Feb-06-23	Telephone conference with Danielle regarding meeting coverage and agenda issues. Reviewed correspondence from Chief Butler and Paul Dyal regarding Sylvester Warren. Reviewed Task Assignment Number Four with NFPS and dictated draft of Resolution 2023-014.	0.80	136.00	TJK
	Worked on correspondence to Joel Foreman regarding the Richardson Community	0.20	14.00	ALJ

	Center. Updated, formatted, and disseminated the same to appropriate individuals.			
	Worked on Resolution 2023-012 authorizing the MOU with Flock Group. Updated, formatted, and forwarded the same to the attorney for review.	1.20	84.00	ALJ
Feb-08-23	Reviewed proposed agenda for Agenda Preparation Meeting on 2/8/23. Reviewed and revised draft of Resolution 2023-014 related to NFPS.	1.30	221.00	TJK
	Received draft agenda for agenda preparation meeting. Updated and forwarded the same to Danielle and Todd for upcoming meeting.	0.50	35.00	ALJ
	Worked on Resolution 2023-014 and corresponding Task Assignment with NFPS related to the Evergreen Drainage Ditch. Updated, formatted, and forwarded the same to the attorney for review.	1.30	91.00	ALJ
	Telephone conference with Danielle regarding FDOT Supplemental Agreement.	0.20	14.00	ALJ
	Attended Agenda Preparation Meeting.	1.00	70.00	ALJ
	Worked on Resolution 2023-015 related to the Steedly Field Grant. Updated, formatted, and forwarded the same to the attorney for review.	1.00	70.00	ALJ
Feb-09-23	Dictated draft of Resolution 2023-018 regarding Patterson Street.	0.50	85.00	TJK
	Sent email to Attorney Meagan Logan regarding surveys, and requested a copy of the same.	0.10	7.00	ALJ
Feb-10-23	Received request from Chief Butler regarding curfew ordinance for Lake Montgomery. Researched the same and requested additional information from Chief Butler.	0.50	35.00	ALJ
Feb-12-23	Reviewed emails from Sikes and DOT regarding Patterson Street and reviewed draft of Resolution 2023-018 regarding Patterson Street and Supplemental Agreement.	0.30	51.00	TJK
Feb-13-23	Received email from Sue Tuell with	0.20	14.00	ALJ

	information from Flock Group. Forwarded the same to Danielle for review.			
	Coordinated pick up of surveys from Meagan Logan's office.	0.20	14.00	ALJ
Feb-14-23	Finalized review of Resolution 2023-014 related to North Florida Professional Services. Finalized review of Resolution 2023-015 related to DEP Grant at Steedley Spray field. Reviewed Resolution BA 22-03, Resolution PZ/LPA, CPA 23-01 related to PFS Solutions and CHW Professional Consultants, Resolution PZ/LPA 23-01 regarding CHW Professional services. Reviewed Ordinance 2023-2238 regarding Citadel I Holdings and Ordinance 2023-2241 regarding Citadel I Holdings.	1.20	204.00	TJK
	Worked on Resolution 2023-015 related to the Steedly Field Grant. Updated, formatted, and disseminated the same to appropriate individuals.	1.20	84.00	ALJ
	Worked on Resolution 2023-014 related to Task Assignment with NFPS. Updated, formatted, and disseminated the same to appropriate individuals.	0.80	56.00	ALJ
	Received request from Clerk's office for transcript from 2019 special meeting. Researched and located the same and forwarded to Clerk's office.	0.50	35.00	ALJ
	Worked on Resolution 2023-016 adopting Public Records Policy. Updated, formatted, and forwarded the same to the attorney for review.	0.60	42.00	ALJ
Feb-15-23	Telephone conference with Audrey Sikes regarding Spitzer and county building issue. Reviewed Resolution 2023-016 related to the Public Records Request Policy, and reviewed the Public Records Request Policy. Reviewed Charles Terrace repaving information and dictated instructions to schedule appointment with Joel Foreman.	0.50	85.00	TJK
	Worked on Resolution 2023-017 authorizing the MOU with Flock Group. Updated,	1.00	70.00	ALJ

	formatted, and disseminated the same to appropriate individuals.			
	Worked on Resolution 2023-016 adopting the Public Records Policy. Updated, formatted, and disseminated the same to appropriate individuals.	0.80	56.00	ALJ
Feb-16-23	Reviewed Sikes Report to Council regarding Spitzer and re-districting. Telephone conferences with Sikes. Reviewed procurement provisions and Telephone conference with Alysha.	0.60	102.00	TJK
	Worked on correspondence to Paul Dyal regarding the termination of the interlocal with the County for the Building Official. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on Resolution 2023-019 authorizing agreement with Kurt Spitzer for redistricting services. Updated, formatted, and forwarded the same to the attorney for review.	1.00	70.00	ALJ
Feb-17-23	Worked on Resolution 2023-019 authorizing agreement with Kurt Spitzer for redistricting services. Updated, formatted, and disseminated the same to appropriate individuals. Requested review of the documents by Mr. Spitzer.	0.50	35.00	ALJ
Feb-20-23	Reviewed Agenda Packet for meeting on 2/21/23 together with supporting documents.	0.50	85.00	TJK
Feb-21-23	Attended photoshoot and bi-monthly council meeting. Telephone conference with Danielle regarding agenda items. Draft resolution 2023-023 related to the biosolid permit renewal.	3.20	544.00	TJK
	Reviewed information regarding FDOT supplemental grant and dictated revised Resolution 2023-018 related to the same.	0.40	68.00	TJK
	Received draft agenda for agenda preparation meeting. Updated and forwarded the same to Danielle and Todd for upcoming meeting.	0.50	35.00	ALJ
Feb-22-23	Reviewed agenda preparation of draft agenda. Reviewed and revised Resolution 2023-023	2.10	357.00	TJK

related to the biosolid permit renewal.
Attended Agenda Preparation Meeting.

Feb-23-23	Received telephone call from Gainesville Reporter; received email from reporter; printed for Mr. Kennon's review.	0.20	14.00	LAC
Feb-24-23	Meeting with Joel Foreman regarding Richardson Community Center legal and Charles Terrace paving project.	0.60	102.00	TJK
Feb-27-23	Reviewed email from Joel regarding Charles Terrace. Telephone conference with Joel and telephone conference with Paul Dyal regarding the same issues.	0.30	51.00	TJK
Feb-28-23	Office consultation with Stephen regarding medical marijuana. Reviewed tet from Dyal regarding Charles Terrace. Reviewed Memo and related sources on medical marijuana issues.	0.60	102.00	TJK
	Researched medical marijuana issue, prepared memo, and printed material for presentation.	3.00	510.00	SPM
	Worked on Resolution 2023-023 authorizing Task Assignment with Mittauer for biosolid permit application. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Received email from Clerk's office regarding interlocal termination letter from Dee Johnson. Forwarded the same to Danielle for review and discussion.	0.10	7.00	ALJ
	Worked on Resolution 2023-018 accepting FDOT grant for Patterson Ave. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Totals	37.20	\$4,464.00	

DISBURSEMENTS

Feb-03-23	Photocopies 148 @ 0.20	29.60
Feb-20-23	Photocopies 207 @ 0.20	41.40
	Photocopies 154 @ 0.20	30.80
Mar-02-23	Photocopies 303 @ 0.20	60.60
Mar-17-23	Photocopies 247 @ 0.20	49.40

Totals	<hr/> \$211.80
Total Fee & Disbursements	<hr/> \$4,675.80
Previous Balance	6,867.50
Previous Payments	6,867.50
Balance Now Due	<hr/> \$4,675.80

TAX ID Number 20-2029910

PAYMENT DETAILS

Mar-13-23	For Services Rendered	6,867.50
Total Payments		<hr/> \$6,867.50

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

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

April 25, 2023

Attention:

File #: 00801-001

Inv #: 6484

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-01-23	Reviewed proposed MOU related to Learning for Life Explorer Program, and dictated draft of Resolution 2023-026 related to Learning for Life Program and LCPD.	0.50	85.00	TJK
	Telephone conference with Hubert Collins regarding medical marijuana. Telephone conference with Paul Dyal regarding Interlocal with County related to permitting and Richardson Community Center legal. Review supporting documents and correspondence, and dictated draft of Resolution 2023-025 related to Mittauer and Associates SRWM permitting process. Conference with law clerk re: articles/research on medical marijuana.	1.20	204.00	TJK
	Worked on revised Resolution 2023-023 related to Task Assignment 8 with Mittauer for a water use permit. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	35.00	ALJ
	Worked on Resolution 2023-025 related to Task Assignment 9 with Mittauer for a water use permit application. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Coordinated upcoming Agenda	0.20	14.00	ALJ

Preparation Meetings with Joyce. Updated TJK's calendar accordingly.

Mar-02-23	Telephone conference with Joel Foreman regarding Interlocal Agreement with the County on permitting. Reviewed correspondence and draft of City Deed from Joel Foreman regarding Charles Terrace right of way issue and dictated email to Mr. Dyal. Telephone conference with Rob Stewart at L.C. Title regarding deeds to Richardson.	1.10	187.00	TJK
Mar-03-23	Reviewed Amendment Number 1 to Department regarding SR 47 & I75 Casey Jones Park, and dictated draft Resolution 2023-027 related to the Amendment to DEP Agreement. Reviewed Amendment to DEP Agreement regarding SR 47 & I75 utility project and dictated draft Resolution 2023-032 related to Amendment 1 to DEP Agreement.	0.80	136.00	TJK
	Telephone conference with Joel Foreman regarding discussion with Dyal and Richardson. Dictated draft deed from City to County regarding Richardson. Reviewed title work from Stewart regarding Richardson. Emailed legals to Robert Angelo and Jason Dumas regarding Richardson. Telephone conference with Robert Angelo and Todd Sampson regarding Richardson. Office consultation with Dumas related to mapping to review parcel identification. Dictated draft email to Dyal regarding Richardson deed.	2.80	476.00	TJK
	Telephone conference with Angelo regarding right of way issue. Reviewed vacating application and supporting documents, and dictated draft of Ordinance to vacate right of way.	0.70	119.00	TJK
	Forwarded correspondence to Mr. Angelo and Mr. Dumas regarding Richardson Community Center.	0.20	14.00	ALJ
	Worked on Resolution 2023-028 related to DEO Grant Application. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Mar-06-23	Reviewed supporting documents and dictated	0.50	85.00	TJK

draft of Resolution 2023-037 related to Task Assignment 5 with NFPS.

	Reviewed final Agenda packet. Attended council meeting. Reviewed minutes of special meeting regarding authority to send deed to county, and revised draft of proposed deed and forwarded the same to Dyal.	4.10	697.00	TJK
	Worked on correspondence to Mr. Dyal regarding the Richardson Community Center City Deed, and the related City Deed. Updated, formatted, and disseminated the same to appropriate individuals.	0.90	63.00	ALJ
Mar-07-23	Telephone conference with Scott Walker and Danielle Adams regarding potential litigation.	0.20	34.00	TJK
	Finalized review of information from Robert Angelo regarding Tidal Wave vacation of right of way and dictated draft Ordinance 2023-2247 related to the vacation of right of way.	0.60	102.00	TJK
	Researched Citizen Review board issue. Printed Articles and Research.	1.00	170.00	SPM
Mar-08-23	Telephone conference with Joel Foreman regarding permitting agreement and Richardson deed and parcels. Made final revisions to Resolution 2023-026 related to LCPD and Learning for Life Explorer program. Telephone conference with Audrey Sikes regarding Richardson deed. Attended Agenda Preparation Meeting. Reviewed deed for reverter clause and drafted resolution.	3.80	646.00	TJK
	Telephone conference with Dyal and Angelo regarding the status of County issuing permit. Telephone conference with Scott Steady, attorney for Circle K. Telephone conference with Danielle regarding conference call with Circle K.	0.60	102.00	TJK
	Reviewed information regarding Police Advisory Board and office consultation with law clerk for general research and data as to Police Advisory Boards. Reviewed prior legislation regarding sale and consumption of	0.70	119.00	TJK

alcohol at BBQ contest and dictated draft resolution related to the BBQ event.

Reviewed supporting documentation (contracts, bids, etc.) related to re-surfacing of Patterson Avenue and dictated draft of Resolution 2023-033.	0.70	119.00	TJK
Attended Agenda Preparation Meeting.	1.00	70.00	ALJ
Forwarded link to City Clerk with archived files from Koberlein Law Offices.	0.20	14.00	ALJ
Worked on Resolution 2023-032 related to Amendment 1 to WG044 Agreement with FDEP. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Worked on Resolution 2023-027 related to Amendment 1 to Agreement WG057. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Worked on draft Ordinance 2023-2147 vacating right of way for Tidal Wave. Updated, formatted, and forwarded the same to Mr. Angelo for review.	1.50	105.00	ALJ
Worked on Resolution 2023-012 related to the Richardson Community Center deed. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Research (KGV law clerk)	1.10	77.00	TIS
Research re: relevant case law and Attorney General opinion on Ch 163. (KGV Law Clerk)	1.10	77.00	TIS
Mar-09-23 Reviewed Resolution 2022-12 and Interlocal Agreement with the County related to permit process and dictated draft of Resolution to terminate the Interlocal Agreement. Finalized review of Resolution 2023-033 regarding resurfacing of Patterson Avenue.	0.80	136.00	TJK
Reviewed permit for Circle K and forward to Scott Walker. Telephone conference with Scott Walker regarding potential appeal. Telephone conference with Marshall Rainey, attorney for Circle K (2x). Telephone	0.70	119.00	TJK

	conference with attorney Terrill Arline, attorney for Patel.			
	Forwarded a copy of the original Circle K permit to Scott Walker for review.	0.10	7.00	ALJ
	Research re: Citizens review boards - National Survey (KGV law clerk)	2.65	185.50	TIS
	Research - produce draft of memo of law on CRB's(KGV law clerk)	0.35	24.50	TIS
Mar-10-23	Researched relevant studies and reports on efficiency of CRB's (KGV law clerk)	1.35	94.50	TIS
	Finalizing memo of law on CRB's. (KGV law clerk)	1.35	94.50	TIS
	Research and printed Ch. 63 encyclopedia article. (KGV law clerk)	0.50	35.00	TIS
Mar-13-23	Reviewed and responded to emails regarding Citizen Review Boards. Reviewed information related to Flock Group and dictated draft resolution regarding the same. Made final review of Resolution 2023-031. Reviewed and revised Resolution 2023-034 related to the beer and wine at BBQ event and dictated email to Audrey regarding the hours of operation. Telephone conference with Paul Dyal regarding various issues.	1.70	289.00	TJK
	Worked on Resolution 2023-031 related to the termination of the Interlocal Agreement for the County's Building Official. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on Resolution 2023-034 related to the adult beverage distribution booth. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Forwarded Renewal MOU for Explorer program to Danielle for review.	0.10	7.00	ALJ
	Researched relevant statutes and case law regarding annexation (KGV Law Clerk)	0.65	45.50	TIS
Mar-14-23	Reviewed addendum to Learning for Life/Police Explorer MOU regarding 119 and	1.60	272.00	TJK

	dictated an email to Chief Butler regarding the same. Reviewed Flock Agreement and dictated email to Danielle regarding 119 language and revised Resolution related to Flock Agreement. Telephone conference with Paul Dyal regarding annexations. Dictated instructions regarding balance of Flock Agreement.			
	Worked on Explorer Renewal MOU Addendum and correspondence to Chief Butler. Updated, formatted, and disseminated the same to appropriate individuals.	0.70	49.00	ALJ
	Worked on Resolution 2023-026 related to the Renewal MOU for Explorer program. Updated, formatted, and disseminated the same to appropriate individuals.	1.20	84.00	ALJ
	Coordinated upcoming Agenda Preparation Meeting with Joyce.	0.20	14.00	ALJ
	Worked with IT to download archived files for the City.	3.00	210.00	ALJ
	Worked on Resolution 2023-033 related to the contract with RS&H. Worked on corresponding contract. Updated, formatted, and disseminated the same to appropriate individuals.	2.85	199.50	ALJ
Mar-15-23	Reviewed additional pages of Flock Agreement and revised email to Danielle. Reviewed information on Charles Terrace right of way and dictated draft resolution regarding deed of right of way to Columbia County.	0.70	119.00	TJK
	Worked on correspondence to Danielle Adams regarding Flock Group. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Forwarded email to Audrey regarding the Richardson Deed for execution.	0.10	7.00	ALJ
Mar-16-23	Worked on revision to Flock Agreement regarding 119 language.	0.30	51.00	TJK
	Telephone conference with Audrey Sikes regarding public records to Guy Norris.	0.20	34.00	TJK

	Call attempt to Marshall Rainey to discuss the same.			
	Reviewed email from Mr. Bowden regarding the same and compliance with NAACP Glenel lawsuit/settlement. Dictated instructions to obtain a copy of the judgement/settlement. Received a copy of the Judgment, and reviewed the same. Telephone conference with Audrey Sikes regarding judgment and records.	0.60	102.00	TJK
	Worked on correspondence to Chief Butler regarding Flock Group Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on Flock Group Agreement red-lined version. Updated, formatted, and disseminated the same to appropriate individuals.	0.50	35.00	ALJ
Mar-17-23	Reviewed and revised resolution regarding deed to the County for Charles Terrace.	0.40	68.00	TJK
	Reviewed supporting documents and dictated draft of Resolution 2023-022 related to LCPD Summer Youth Program.	0.40	68.00	TJK
Mar-20-23	Review revised Agenda package and attended council meeting.	2.10	357.00	TJK
	Reviewed supporting documents and dictated draft of Resolution 2023-036 related to FDOT work order.	0.50	85.00	TJK
	Reviewed draft of resolutions BA-SE 2023-01; BA SE 2023-02; BA SE 2023-03, and dictated confirmation correspondence to Robert Angelo.	0.40	68.00	TJK
	Worked on correspondence to Audrey Sikes re NCFRPC. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Mar-21-23	Final review and revisions to Resolution 2023-035, deed to the county. Final review and revision to Resolution 2023-037 related to Task Assignment 5 with NFPS. Final review and revisions to Resolution 2023-036 related to the Utility Agreement with FDOT. Final	1.30	221.00	TJK

review and revision to Resolution 2023-022 related to the LCPD Summer Youth Program.

	Worked on Resolution 2023-037 related to Task Assignment Five with NFPS. Worked on corresponding Task Assignment. Updated, formatted, and disseminated the same to appropriate individuals.	1.70	119.00	ALJ
	Worked on Resolution 2023-035 related to the Charles Terrace Deed. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on Resolution 2023-022 related to the Summer Youth Program. Updated, formatted, and disseminated the same to the appropriate individuals.	1.00	70.00	ALJ
	Worked on revisions to Resolution 2023-016 adopting the revised public record request policy. Updated, formatted, and forwarded the same to Danielle Adams for review.	0.50	35.00	ALJ
Mar-22-23	Reviewed documentation concerning the contract to SGS regarding maintenance on Saint Margaret's Plant and bills from Hudlow Pump and Equipment and Resolution 2022-090. Telephone conference with Dee Johnson regarding procurement issues. Dictated draft email to Dee. Dictated draft of Resolution 2023-038 related to Dyal and Johnson signing checks. Reviewed memo regarding Citizen Advisory Boards and forward to appropriate parties.	2.10	357.00	TJK
	Worked on Resolution 2023-024 related to the Flock Group Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	1.90	133.00	ALJ
	Forwarded Memorandum - Citizens Review Board to appropriate individuals.	0.10	7.00	ALJ
	Worked on correspondence to Dee Johnson regarding effluent pump and Saint Margarets Plant. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on Resolution 2023-038 related to the City Manager and Assistant City Manager as	1.00	70.00	ALJ

	Signatories for the City. Updated, formatted, and disseminated the same to appropriate individuals.			
	Worked on Resolution 2023-016 related to the revised Public Record Requests Policy. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Worked on correspondence to Danielle Adams regarding Annie Mattox Privacy fence.	0.20	14.00	ALJ
Mar-23-23	Reviewed agenda for Agenda Preparation Meeting. Attended Agenda Preparation Meeting.	1.60	272.00	TJK
	Attended Agenda Preparation meeting.	1.00	70.00	ALJ
Mar-24-23	Forwarded a copy of Resolution 2023-024 related to Flock Group to Chief Butler.	0.10	7.00	ALJ
	Received request from LCPD to revise Resolution 2023-022 supporting documents. Updated, formatted, and disseminated the revised Resolution and attachments to appropriate individuals.	0.50	35.00	ALJ
Mar-28-23	Reviewed correspondence regarding asphalt issue at Fire State No. 2 and dictated draft letter to cure to Oelrich Construction, Inc. Reviewed correspondence from Dee Johnson regarding City Senior Services Energy program and compare 2020 and 2022 Agreements. Dictated email to Dee Johnson regarding the same. Reviewed Resolution 2022-049 regarding Annie Mattox and attached agreement and correspondence from Dee Johnson. Dictated email to Dee Johnson regarding Annie Mattox.	1.90	323.00	TJK
Mar-29-23	Reviewed correspondence from Meagan Logan regarding land swap with FGC and dictated instruction to schedule meeting regarding the same. Reviewed correspondence regarding helicopter at Memorial Stadium and telephone conference with Danielle.	0.60	102.00	TJK
	Forwarded Appeal of New Construction Permit from Circle K to Scott Walker and Danielle Adams for review.	0.10	7.00	ALJ

Mar-30-23	Dictated draft email to Terri Phillips regarding request to land helicopter. Finalized correspondence to Dee Johnson regarding Annie Mattox and the Col. Cty. Senior Services Agreement. Revised draft of notice to cure for Oelrich Construction as to Fire Station No. 2. Dictated transmittal to Dee to review Notice to Cure. Dictated instructions regarding FDOT contract for Resolution 2023-036 and reviewed Exhibit "A". Finalized Resolution 2023-036. Reviewed probate documents received for John De Hope and dictated email to Sikes regarding possible estate claim. Reviewed letter from Kraus regarding Richardson Community Center. Dictated letter to Circle K attorney Rainey regarding appeal.	2.20	374.00	TJK
	Received request from LCPD for a resolution regarding the change in signatures to an existing agreement. Advised since no changes being made to the agreement, a resolution is not necessary. Emailed appropriate individuals with an update of the same.	0.50	35.00	ALJ
	Worked on correspondence to Dee Johnson regarding Columbia County Senior Services Inc. Emergency Home Assistance Program. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on correspondence to Terri Phillips regarding urgent request to land helicopter on City property. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Worked on correspondence to Dee Johnson regarding Annie Mattox Park. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Coordinated upcoming Agenda Preparation Meeting with Joyce Bruner.	0.20	14.00	ALJ
	Worked on draft correspondence and notice to cure to Oelrich. Updated, formatted, and forwarded the same to Dee Johnson for review.	0.30	21.00	ALJ

Mar-31-23	Finalized review of appeal and correspondence to Marshall Rainey, attorney for Circle K.	0.20	34.00	TJK
	Worked on correspondence to Marshall Rainey regarding the Circle K Appeal. Updated, formatted, and disseminated the same to appropriate individuals.	0.30	21.00	ALJ
	Coordinated Mr. Kennon's availability to discuss annexations with Mr. Angelo. Updated Mr. Kennon's calendar accordingly.	0.20	14.00	ALJ
	Totals	81.20	\$9,644.00	

DISBURSEMENTS

Mar-03-23	Photocopies 316 @ 0.20	63.20
Mar-16-23	Photocopies 247 @ 0.20	49.40
Mar-17-23	Photocopies 251 @ 0.20	50.20
Mar-30-23	Photocopies 74 @ 0.20	14.80
Apr-03-23	Photocopies 81 @ 0.20	16.20
	Photocopies 33 @ 0.20	6.60
Apr-04-23	Postage Expense	0.63
Apr-13-23	Photocopies 309 @ 0.20	61.80
	Totals	\$262.83

Total Fee & Disbursements**\$9,906.83**

Previous Balance

4,675.80

Previous Payments

4,675.80

Balance Now Due**\$9,906.83**

TAX ID Number 20-2029910

PAYMENT DETAILS

Apr-12-23	For Services Rendered	4,675.80
	Total Payments	\$4,675.80

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

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

June 8, 2023

Attention:

File #: 00801-001

Inv #: 6767

RE: City of Lake City - General Legal Services

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-03-23	Reviewed agenda and supporting documents related to Agenda items. Reviewed Walmart settlement forms/agreements and dictated draft Resolution related to participation in the Walmart Settlement. Telephone conference with Audrey Sikes regarding Walmart and other agenda items and Richardson.	1.30	221.00	TJK
	Worked on Resolution 2023-036 related to the UAO and Utility Agreement with FDOT. Updated, formatted, and disseminated the same to appropriate individuals.	1.60	112.00	ALJ
	Worked on Resolution 2023-043 related to the Walmart Settlement Participation. Updated, formatted, and disseminated the same to appropriate individuals. Email to Audrey Sikes regarding this matter and the importance of adding to upcoming agenda.	1.00	70.00	ALJ
	Worked on correspondence to Audrey Sikes re DeHope claim. Updated, formatted, and disseminated the same.	0.10	7.00	ALJ
Apr-04-23	Reviewed documentation concerning paving of Montgomery Street and dictated draft Resolution 2023-045 and Task Assignment 6.	0.60	102.00	TJK
	Telephone conference with Susan Erdelyi regarding status.	0.20	34.00	TJK

	Telephone conference with Susan Erdelyi regarding 119 requests. Conference with Robert Angelo regarding annexation of enclaves. Conference with Sova regarding code enforcement lien on Mott property. Conference with law clerk regarding annexation statute regarding interlocal agreement with County to annex enclaves.	2.20	374.00	TJK
	Research - pulled Fla. Stat. 111.07 and relevant notes of decisions and AG opinions.	1.25	93.75	KGV
	Worked on Notice to Cure letter to Oelrich. Updated, formatted, and forwarded the same to the City administration for review.	0.30	21.00	ALJ
Apr-05-23	Reviewed supporting documentation and bid specifications regarding Fire Assessment with Benesch. Dictated draft Resolution 2023-044 and Professional Services Agreement.	0.60	102.00	TJK
	Reviewed file and organized documents for conference with Folds & Walker.	0.60	102.00	TJK
	Finalized review of Resolutions 2023-41 and 2023-42 regarding gas services agreement. Finalized review of Resolution 2023-40 regarding surplus property. Reviewed documents concerning Walmart settlement. Meeting with Dee Johnson regarding various issues. Attended Agenda Preparation Meeting.	4.70	799.00	TJK
	Worked on Resolution 2023-040 related to the fixed asset disposal. Updated, formatted, and disseminated the same to appropriate individuals.	2.20	154.00	ALJ
	Worked on Resolution 2023-041 and Resolution 2023-042 related to the prepay directives for natural gas. Updated, formatted, and disseminated the same to appropriate individuals.	1.50	105.00	ALJ
	Email to Audrey Sikes and staff with the link to the Tax Deferral Application.	0.20	14.00	ALJ
Apr-06-23	Reviewed Ordinance 2023-2245 from N. Fla. Planning Council, app. CPA 23-02, reviewed ordinance 2023-2248 from N. Fla. Planning Council, app. CPA 23-03, reviewed Ordinance	1.40	238.00	TJK

2023-2246 from N. Fla. Planning Council.
app. Z23-02, reviewed Ordinance 2023-2249
from N. Fla. Planning Council, app. Z23-03.
Made final review of Resolution 2023-045
related to NFPS and repaving of Montgomery
Street.

	Conference call with Folds & Walker regarding Circle K appeal.	0.50	85.00	TJK
	Reviewed appeal from Norris and participated in Zoom conference with Folds & Walker.	0.70	119.00	TJK
	Finalized review of Resolution 2023-039 related to the contract with Anderson Columbia and Patterson Avenue. Finalized review of Resolution 2023-044 and the Professional Services Agreement with Benesch related to the Fire Assessment.	0.30	51.00	TJK
	Forwarded Todd's notes and documents related to Circle K to Folds & Walker for review and preparation for upcoming meeting.	0.40	28.00	ALJ
Apr-07-23	Conference with Danielle regarding Circle K appeal issues.	0.30	51.00	TJK
Apr-10-23	Worked on Resolution 2023-044 related to the Fire Assessment Study and corresponding agreement. Updated, formatted, and disseminated the same to appropriate individuals.	1.80	126.00	ALJ
	Worked on Resolution 2023-045 related to Task Assignment Number Six with NFPS, and worked on corresponding Task Assignment Six. Updated, formatted, and disseminated the same to appropriate individuals.	1.70	119.00	ALJ
	Worked on Resolution 2023-039 related to the contract with Anderson Columbia for the Patterson Avenue Resurfacing, and worked on corresponding contract. Updated, formatted, and disseminated the same to appropriate individuals.	2.00	140.00	ALJ
Apr-11-23	Dictated draft letter to Krause regarding Richardson. Telephone conference with Jason Dumas regarding easement on Tunsil Road. Dictated draft of Resolution 2023-046	1.00	170.00	TJK

	regarding termination of CDBG Grant. Revised Resolution 2023-046 and forwarded to Audrey Sikes.			
	Worked on Resolution 2023-046 related to the termination of the CDBG-CV Agreement. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on correspondence to David Kraus regarding Richardson. Updated, formatted, and forwarded the same to Audrey and Paul for review.	0.20	14.00	ALJ
	Emailed the Attorney General's office with a copy of executed Resolution 2023-043 related to the Walmart Settlement.	0.20	14.00	ALJ
Apr-12-23	Telephone conference with Danielle regarding update as to site plan approval. Telephone conference with Robert Angelo regarding appeal procedure and documentation as to minor changes to approved site plan.	0.50	85.00	TJK
	Researched emails responsive to PR2023-93 per Chief Butler's response and comments to the same.	0.40	28.00	ALJ
	Received email from Audrey regarding Report to Council regarding Lien forgiveness. Printed out the same for Mr. Kennon's review and response.	0.10	7.00	ALJ
	Received email from Audrey regarding rezoning of Lake City Avenue - Petition opposing. Printed out the same for Mr. Kennon's review.	0.10	7.00	ALJ
	Edited and emailed letter to City regarding Richardson Community Center.	0.10	7.00	LAC
Apr-13-23	Reviewed correspondence from Marshall Sova regarding code enforcement fine against parcel owned by Trust of Jack Mott as Trustee of Jack Mott, and dictated email to Sova. Dictated Notice of Claim to the John DeHope probate file.	0.70	119.00	TJK
	Reviewed emails from Koberlein regarding legal opinion on gun signage during council meetings related to 119 request. Telephone	0.60	102.00	TJK

	conference with Marshall Sova. Telephone conference with Joel Foreman regarding joint meeting.			
	Worked on correspondence to Marshall Sova regarding Jack Mott Trust code violation. Updated, formatted, and disseminated the same.	0.10	7.00	ALJ
Apr-14-23	Reviewed LDR appeal process and attended Zoom conference with Folds & Walker regarding the same.	1.00	170.00	TJK
	Telephone conference with Nate Sweat regarding code enforcement issue and agenda item. Telephone conference with Audrey Sikes regarding the same. Reviewed municode.	0.30	51.00	TJK
	Reviewed documentation from North Florida Professional Services regarding Task Order for SW Grandview and dictated draft resolution 2023-047 and Task Assignment Number 7.	0.60	102.00	TJK
	Reviewed correspondence regarding letter to Krause and revised letter to Kraus regarding Richardson. Reviewed correspondence regarding letter to County and meeting notes, and revised draft letter to County. Office consultation with Jason Dumas regarding Tunsil Road easement and FGC Land Swap. Reviewed correspondence as to contract for Patterson St. paving.	1.40	238.00	TJK
	Research - pulled Florida Jurisprudence - Sections on hearing requirements for planning and zoning.	0.35	26.25	KGV
	Research - pulled Fla. Jurs. - Quasi Judicial Zoning & Planning decisions and AG opinions.	0.75	56.25	KGV
	Email with Joel Foreman to confirm the procedure for the upcoming joint meeting. Forwarded the same to Danielle.	0.20	14.00	ALJ
	Email with LCPD to coordinate scheduling meeting with Todd, LCPD, and City staff related to a Bingo Station.	0.20	14.00	ALJ
	Worked on correspondence to Audrey Sikes regarding Ordinances from NCFRPC.	0.20	14.00	ALJ

Updated, formatted, and disseminated the same to appropriate individuals.

Apr-17-23	Conference with Danielle and Dee regarding Richardson. Reviewed agenda for regular council meeting. Telephone conference with Joel Foreman regarding joint meeting protocol. Reviewed agenda for joint meeting. Dictated email to Danielle regarding re-plat.	1.20	204.00	TJK
	Dictated email to Robert Angelo regarding meetings and agenda procedures.	0.20	34.00	TJK
	Reviewed documentation concerning Med-Trans and dictated draft of Resolution 2023-048. Dictated draft Lease with Med-Trans corp.	1.10	187.00	TJK
Apr-18-23	Telephone conference with Audrey Sikes regarding Richardson. Telephone conference with Robert Angelo regarding platting issue. Final review and revisions to Resolution 2023-047 and associated Task Assignment 7. Reviewed letter regarding annual audit and dictated instructions to prepare response. Final review of Resolution 2023-048 and Lease Agreement with Med-Trans. Telephone conference with Joel Foreman and telephone conference with Steve Witt regarding joint meeting procedure. Telephone conference with Paul Dyal; reviewed DOE email.	2.30	391.00	TJK
	Telephone conference with Robert Angelo regarding Circle K permitting and telephone conference with Danielle regarding appellate process.	0.50	85.00	TJK
	Attended County-City Joint meeting. Reviewed documentation concerning Mittauer and Kicklighter. Dictated draft Resolution 2023-049 and Task Assignment 10.	3.90	663.00	TJK
	Worked on Resolution 2023-047 related to Task Assignment Seven with NFPS, and worked on corresponding Task Assignment Seven. Updated, formatted, and disseminated the same to appropriate individuals.	1.80	306.00	TJK
	Worked on Resolution 2023-050 related to the Lease with MedTrans. Worked on	2.30	391.00	TJK

	corresponding Lease Agreement. Updated, formatted, and disseminated the same to appropriate individuals.			
	Received email from Audrey regarding media release correction. Printed out the same for Mr. Kennon's review.	0.10	7.00	ALJ
	Worked on Statement of Claim for John DeHope. Updated, formatted and forwarded the same to the attorney for review.	0.00	0.00	ALJ
Apr-19-23	Attended Agenda Preparation Meeting at City Hall. Attended meeting at Police Department regarding Bingo Station issue. Filed notice of claim in DeHope Estate. Telephone conference with Joel Foreman regarding Richardson committees.	3.80	646.00	TJK
	Research issue CH 849; pull caselaw and relevant AG Ops.	0.50	37.50	KGV
	Attended Agenda Preparation Meeting.	1.00	70.00	ALJ
	Worked on Notice of Claim for the City in the Estate of John DeHope. Updated, formatted, and filed the same through the eportal system.	0.30	21.00	ALJ
Apr-20-23	Finalize review of Resolution 2023-049 and Task Assignment Ten with Mittauer regarding Kicklighter. Reviewed correspondence regarding Sylvester Warren and media release.	0.60	102.00	TJK
	Reviewed letter from Marshall Rainey regarding Circle K's position as to appeal. Reviewed LDR as to site plan approval.	0.30	51.00	TJK
	Worked on correspondence to Robert Angelo regarding meeting agendas. Updated, formatted, and disseminated the same.	0.20	14.00	ALJ
	Received email from Robert Angelo regarding replat. Forwarded the same to Danielle and Todd for review.	0.10	7.00	ALJ
	Worked on Resolution 2023-049 related to Task Assignment Ten with Mittauer for Kicklighter Facility. Worked on corresponding Task Assignment Ten. Updated, formatted, and disseminated the same to appropriate individuals.	2.20	154.00	ALJ

Apr-21-23	Reviewed LDR provisions regarding appeal and dictated draft letter to Danielle.	0.40	68.00	TJK
Apr-24-23	Reviewed Danielle's response regarding scheduling of appeal. Reviewed e-mail from Circle K's attorney.	0.30	51.00	TJK
	Telephone conference with Chief Butler regarding joint communication issue.	0.20	34.00	TJK
	Telephone conference with Robert Angelo regarding P&Z Agenda and presentation for upcoming meeting.	0.20	34.00	TJK
	Received email from Audrey regarding Fire Assessment agreement changes. Printed the same for Mr. Kennon's review and response.	0.10	7.00	ALJ
	Circle K - Emailed Danielle regarding conversation with Robert Angelo.	0.20	14.00	LAC
Apr-25-23	Reviewed information from Kyle Keen regarding PACE Assessment Collection; disseminated to Danielle and Staff.	0.30	51.00	TJK
	Responded to Guy Norris regarding scheduling of Patel Appeal.	0.20	34.00	TJK
	Reviewed correspondence regarding claims and begin draft of Audit letter to James Moore & Company.	0.50	85.00	TJK
	Worked on correspondence to Audrey Sikes regarding NCFRPC. Updated, formatted, and disseminated the same.	0.20	14.00	ALJ
	Worked on Audit Letter for the City. Email to Susan Erdelyi and City staff for updates on outstanding litigation matters. Updated letter, formatted, and forwarded to the attorney for review.	2.20	154.00	ALJ
Apr-26-23	Reviewed correspondence concerning fire assessment study contract with Benesch and dictated e-mail to Angela Moore. Telephone conference with Audrey regarding Richardson City/County meeting for Board composition.	0.60	102.00	TJK
	Forwarded Quasi-Judicial hearing Guidelines to Danielle for review.	0.10	7.00	ALJ

	Coordinated Mr. Kennon's availability for meeting with County and City staff.	0.10	7.00	ALJ
	Worked on correspondence to Angela Moore regarding Benesch Contract. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Apr-27-23	Worked on correspondence to Guy Norris regarding Circle K. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Apr-28-23	Forwarded Quasi-Judicial Hearing Guidelines to Audrey Sikes for review and distribution.	0.10	7.00	ALJ
	Email to Audrey Sikes regarding intent of Easement Deed for Annie Mattox Park.	0.10	7.00	ALJ
	Totals	66.05	<u>\$8,657.75</u>	

DISBURSEMENTS

May-01-23	Photocopies 317 @ 0.20	63.40
	Photocopies 421 @ 0.20	84.20
May-02-23	Copy of Plans (TJK)	5.77
May-15-23	Photocopies 205 @ 0.20	41.00
May-16-23	Postage Expense	1.98
Jun-05-23	Photocopies 295 @ 0.20	59.00
	Totals	<u>\$255.35</u>

Total Fee & Disbursements**\$8,913.10**

Previous Balance

9,906.83

Previous Payments

9,906.83

Balance Now Due**\$8,913.10**

TAX ID Number 20-2029910

PAYMENT DETAILS

May-02-23	For Services Rendered	4,675.80
May-08-23	For Services Rendered	5,231.03

Total Payments

\$9,906.83

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

Ph:(386) 755-1334

Fax:(386) 755-1336

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

May 10, 2023

Attention:

File #: 00801-003

Inv #: 6604

RE: Befaitful Coker v. Kris Robinson, et al., Federal Case No.:
3:22-cv-518-MMH-LLL

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-21-22	Telephone conference with Fred Koberlein regarding scheduling of litigation conference.	0.20	42.00	TJK
May-06-22	Review Emergency Complaint against all defendants and exhibits	0.50	105.00	KBR
May-09-22	Review order transferring case to Jacksonville division	0.10	21.00	KBR
May-10-22	Review Emergency Amended Complaint	0.20	42.00	KBR
May-16-22	Review order striking amended complaint	0.10	21.00	KBR
Jun-02-22	Review second amended complaint	0.20	42.00	KBR
Jun-07-22	Review Plaintiff's motion to remove V. Coker and M. Coker as parties	0.20	42.00	KBR
	Review third amended complaint	0.20	42.00	KBR
Jun-10-22	Review order granting Plaintiff's motion to remove V. Coker and M. Coker as parties	0.10	21.00	KBR
Jun-14-22	Review email from Plaintiff requesting multiple documents from multiple defendants	0.20	42.00	KBR
Jun-27-22	Review City Council, Jake Hill, et al.'s	0.10	21.00	KBR

	unopposed motion for extension of time to file response to Plaintiff's third amended complaint			
Jun-28-22	Review order granting City Council, Jake Hill, et al.'s motion for extension of time	0.10	21.00	KBR
	Review Notice of Appearance of counsel for Northeast Florida Newspaper	0.10	21.00	KBR
	Review Northeast Newspaper's motion to dismiss	0.10	21.00	KBR
	Dictate motion for extension of time to respond to complaint	0.20	42.00	KBR
Jun-29-22	Email Plaintiff noting appearance for K. Robinson and requesting clarification of her objection	0.10	21.00	JCB
	Research local rule on certification for filing motion	0.20	42.00	JCB
	Draft email to Plaintiff requesting extension of time to answer the complaint	0.10	21.00	KBR
	Review emailed response from Plaintiff objecting to an extension	0.10	21.00	KBR
	Email Plaintiff requesting clarification of her objection	0.10	21.00	KBR
	setup new matter; review of federal docket; created pleading file; review of Middle District local rules and court procedures; drafted motion for extension.	0.90	45.00	MBD
Jun-30-22	Review email from Plaintiff clarifying her objection to the extension and respond to Plaintiff in kind	0.10	21.00	JCB
	Review endorsed order on Kris Robinson's motion for extension of time	0.10	21.00	KBR
	Review Plaintiff's motion to receive access to PACER	0.10	21.00	KBR
Jul-01-22	Review order directing Northeast Newspaper and Todd Wilson to file supplement to their motion	0.10	21.00	KBR
Jul-05-22	Review CCBOCC's motion for extension fo	0.10	21.00	KBR

	time to file response to third amended complaint			
	Review Notice of Local Rule requiring parties to file case management report	0.10	21.00	KBR
	Research for moving to dismiss Plaintiff's third amended complaint	0.50	105.00	KBR
Jul-06-22	Pursuant to federal rules - Email Plaintiff regarding whether she objects to motion to dismiss	0.10	21.00	JCB
	Review response from Plaintiff indicating her objection to the motion	0.10	21.00	JCB
	Review endorsed order on CCBOCC's motion to extend deadline to file response to plaintiff's third amended complaint	0.10	21.00	KBR
	Review court's order denying Plaintiff's motion to receive access to PACER	0.10	21.00	KBR
	Review Plaintiff's response to Kris Robinson's motion for extension of time	0.20	42.00	KBR
	Dictate motion to dismiss	0.80	168.00	KBR
Jul-07-22	Review filings of B. Coker, get up to speed on history of litigation	2.00	420.00	JCB
	Draft email to Plaintiff regarding her slander	0.30	63.00	JCB
	Review Northeast Newspaper and Todd Wilson's supplement to their motion to dismiss	0.10	21.00	KBR
	Review court's order denying Kris Robinson's motion for extension of time as being moot since filing the motion to dismiss	0.10	21.00	KBR
	Dictate supplement to motion to dismiss	0.10	21.00	KBR
	(Coker federal case) receipt of dictation; drafted supplement to motion to dismiss; e-filed; prepared copy and envelope to forward to Plaintiff.	0.50	25.00	MBD
Jul-08-22	Review Columbia County Chamber's motion to dismiss third amended complaint	0.20	42.00	JCB

Jul-12-22	Review Plaintiff's motion for default on multiple defendants	0.10	21.00	JCB
	Review notice of appearance of Lucas Taylor for multiple defendants	0.10	21.00	JCB
Jul-13-22	Review multiple defendants' motion to dismiss third amended complaint	0.10	21.00	JCB
	Review notice of appearance for Judge Fina	0.10	21.00	JCB
	Review motion for extension of time by counsel for Judge Fina	0.10	21.00	JCB
	Review Plaintiff's motion for extension of time to respond to motions to dismiss	0.10	21.00	JCB
Jul-14-22	Review notice of appearance for Florida Secretary of State	0.10	21.00	JCB
	Review order directing Columbia County Chamber to file supplement to its motion to dismiss	0.10	21.00	JCB
	Review order striking amended motion to dismiss of multiple defendants for failure to comply with local rule	0.10	21.00	JCB
	Review endorsed order granting Florida Secretary of State's motion for extension of time	0.10	21.00	JCB
Jul-15-22	Review of court's notice reminding Plaintiff of her responsibilities as a pro se litigant	0.20	42.00	JCB
	Review endorsed order taking under advisement Plaintiff's motion to take leave to respond to Northeast Newspaper's motion to dismiss	0.10	21.00	JCB
	Review of Chamber's supplement to its motion to dismiss Plaintiff's third amended complaint	0.20	42.00	JCB
	Review email from Plaintiff asking for extension of time to respond to motion to dismiss	0.10	21.00	JCB
	Review email from Plaintiff asking for extension of time to file case management report	0.10	21.00	JCB

Jul-18-22	Review of notice of appearance for Christopher Sampson	0.10	21.00	JCB
	Review of Chris Sampson's motion for extension of time to respond to third amended complaint	0.10	21.00	JCB
	Review of Plaintiff's motion for extension of time to file case management report	0.10	21.00	JCB
	Review Plaintiff's motion for extension of time to file response to Kris Robinson's motion to dismiss	0.10	21.00	JCB
	Review Ronald Williams' motion to dismiss or quash service	0.40	84.00	JCB
	Review CCBOCC's motion to dismiss or quash service	0.10	21.00	JCB
	Review multiple defendant's motion for extension of time to file response to Plaintiff's third amended complaint	0.10	21.00	JCB
	Review Lake City's motion to dismiss or quash service	0.10	21.00	JCB
	Review Joel Foreman's motion to dismiss or quash service	0.10	21.00	JCB
	Review Tomi Brown's motion to dismiss or quash service	0.10	21.00	JCB
	Review Plaintiff's email and attached draft case management report	0.30	63.00	JCB
	Draft email response to Plaintiff regarding requests for extensions of time	0.10	21.00	JCB
Jul-19-22	Review email from counsel for Lake City defendants requesting extension of time to respond to complaint, respond and review responses	0.10	21.00	JCB
	Review endorsed order granting Christopher Sampson's motion to extend deadline	0.10	21.00	JCB
	Review endorsed order taking under advisement Plaintiff's motion for extension of time to file case management report	0.10	21.00	JCB

	Review endorsed order taking under advisement Plaintiff's motion for extension of time to respond to Kris Robinson's motion to dismiss	0.10	21.00	JCB
	Review endorsed order granting Lake City's motion for extension of time to respond to Plaintiff's third amended complaint	0.10	21.00	JCB
	Review supplements to motions to dismiss by Foreman, CCBOCC, Tomi Brown, and Ronald Williams	0.20	42.00	JCB
	Review multiple defendants' motion for extension of time to file response to Plaintiff's third amended complaint	0.10	21.00	JCB
	receipt and review of Lake City Defendants' Emergency Motion for additional 3 days to respond to complaint; administrative time, i.e., docket pleadings; update index.	0.20	10.00	MBD
	receipt and review of Defendant Ronald Williams's Motion to Dismiss or Quash Service; administrative time, i.e., docket pleadings; update index..	0.20	10.00	MBD
	receipt and review of Defendant Columbia County BOCC Motion to Dismiss or Quash Service; administrative time, i.e., docket pleadings; update index.	0.20	10.00	MBD
	receipt and review of Defendant Tomi Brown's Motion to Dismiss or Quash Service; administrative time, i.e., docket pleadings; update index.	0.20	10.00	MBD
	receipt and review of Defendant Foreman's Motion to Dismiss or Quash Service; administrative time, i.e., docket pleadings; update index.	0.20	10.00	MBD
Jul-21-22	Review order and calculate deadline for case management report	0.20	42.00	JCB
Jul-22-22	Review endorsed order granting City Defendant's motion for extension of time to file motion to dismiss third amended complaint	0.10	21.00	JCB
	Review City Council of Lake City, et al.'s motion to dismiss third amended complaint	0.10	21.00	JCB

	Review Plaintiff's amended motion for extension of time to file response to defendants' motion for extension of time	0.10	21.00	JCB
Jul-25-22	Review City Council's supplement per Local Rule 3.01	0.10	21.00	JCB
Jul-26-22	Review endorsed order granting Plaintiff's amended motion to take leave to respond to Northeast Newspaper's motion to dismiss	0.10	21.00	JCB
	Review Florida Secretary of State's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
	Review Plaintiff's amended motion for extension of time to file response to Kris Robinson's motion to dismiss	0.10	21.00	JCB
	Review Plaintiff's supplement to her motion for extension of time to file case management report	0.10	21.00	JCB
	Review email from Plaintiff regarding deadline to respond to motion to dismiss, send response	0.10	21.00	JCB
	Review email from Plaintiff requesting dates and times for a conference regarding case management, email response recommending she propose dates	0.10	21.00	JCB
Jul-27-22	Review second motion to dismiss file by Lucas Taylor on behalf of multiple defendants	0.10	21.00	JCB
Jul-28-22	Review amended motion to dismiss filed by Florida Secretary of State	0.10	21.00	JCB
Aug-01-22	Review email from Plaintiff requesting Defendants complete Case Management Report	0.10	21.00	JCB
	Review Case Management Report with K. Robinson	0.50	105.00	JCB
	Review Case Management Report with J. Biewend and complete form	0.50	105.00	KBR
Aug-02-22	Review Plaintiff's amended motions for	0.10	21.00	JCB

	extension of time to file response to multiple motions to dismiss or quash service			
Aug-03-22	Review motion to withdraw as attorney for Florida Secretary of State	0.10	21.00	JCB
Aug-04-22	Prepare for and attend meeting regarding upcoming case management	1.00	210.00	JCB
	Review order granting motion to withdraw as attorney for Secretary of State	0.10	21.00	JCB
	Review Draft of Case Management report completed by the parties, review email from Plaintiff with Zoom invitation for conference	0.40	84.00	JCB
	Review multiple emails from multiple defendants adding issues to Case Management Report	0.40	84.00	JCB
Aug-05-22	Review motion for extension of time to respond to Northeast Newspaper's motion to dismiss	0.10	21.00	JCB
	Review second draft of Case Management Report and multiple emails from Defendants' counsel regarding same	0.40	84.00	JCB
Aug-08-22	Review Defendant Sampson's motion to dismiss count IV of Plaintiff's third amended complaint	0.10	21.00	JCB
	Review Corporate Disclosure Statement by City Council of Lake City	0.10	21.00	JCB
	Review orders with multiple rulings on multiple motions	0.40	84.00	JCB
	Review Order denying Plaintiff's motion for entry of clerk's default	0.10	21.00	JCB
	Review second and third drafts of the Case Management Report, conference with K. Robinson regarding the schedule in the report, review multiple emails from counsel regarding same, email our position regarding the schedule	1.50	315.00	JCB
	Conference with J. Biewend regarding Case Management Report and proposed schedule	0.50	105.00	KBR

Aug-09-22	Review endorsed order granting Plaintiff's motion to extend deadline to respond to Northeast Florida Newspaper's motion to dismiss	0.10	21.00	JCB
	Review emails with defense counsel and Plaintiff regarding the case management report and email service issues	0.10	21.00	JCB
Aug-10-22	Review Final Case Management Report, draft Case Management Plan and emails from counsel to Plaintiff regarding same	0.20	42.00	JCB
Aug-11-22	Review Plaintiff's emergency notice of removal	0.10	21.00	JCB
	Review of court's order striking Plaintiff's emergency notice of removal	0.10	21.00	JCB
Aug-12-22	Review updated Final Case Management report and emails regarding Plaintiff's intent to attach emails as exhibits	0.20	42.00	JCB
Aug-15-22	Review Plaintiff's emergency motion for extension of time to respond to multiple motions to dismiss	0.10	21.00	JCB
	Review Plaintiff's case management report	0.30	63.00	JCB
Aug-17-22	Review order to show cause as to why the court should not enter clerk's default against Defendant Douglas	0.10	21.00	JCB
	Review order taking Plaintiff's motion for extension of time to respond to multiple motions to dismiss under advisement	0.10	21.00	JCB
	Review order striking Plaintiff's case management report	0.10	21.00	JCB
Aug-18-22	Review Plaintiff's response to Northeast Florida Newspaper's motion to dismiss	0.30	63.00	JCB
	Review Plaintiff's response to Kris Robinson's motion to dismiss	0.30	63.00	JCB
	Review Plaintiff's response to Columbia County Chamber's motion to dismiss	0.30	63.00	JCB
	Review email from S. Erdelyi re requirement	0.10	21.00	JCB

	of having a case management conference with all parties			
	Review Plaintiff's response to Kris Robinson's motion to dismiss	0.30	63.00	KBR
Aug-19-22	Review email from Plaintiff with Case Management Report, responses to motions to dismiss and regarding setting a conference call for all parties .	0.10	21.00	JCB
Aug-23-22	Review Sylvester Warren's response to order to show cause	0.10	21.00	JCB
Aug-25-22	Review Northeast Florida Newspaper's motion for leave to file reply brief	0.10	21.00	JCB
	Review several emails scheduling a case management conference with counsel for all parties	0.20	42.00	JCB
Aug-26-22	Review court's order on multiple motions	0.30	63.00	JCB
	Review order discharging order to show cause	0.10	21.00	JCB
	Review email from Plaintiff objecting to delegating coordination of case management conference	0.10	21.00	JCB
Aug-29-22	Review Judge Fina's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
	Review multiple emails regarding scheduling a conference and working together on a Case Management Report	0.10	21.00	JCB
Aug-30-22	Review Plaintiff's response to second motion to dismiss by Sylvester Warren	0.30	63.00	JCB
	Review several emails attempting to coordinate a conference with counsel for all parties	0.10	21.00	JCB
	receipt and review of Defendant Judge Fina Motion to Dismiss for lack of jurisdiction.	0.20	10.00	MBD
Aug-31-22	Review motion for Lucas Taylor to withdraw as attorney for Sylvester Warren	0.10	21.00	JCB

	Review Plaintiff's response to Defendant Sampson's motion to dismiss	0.20	42.00	JCB
	Review Plaintiff's response to Defendant Florida Secretary of State's motion to dismiss	0.20	42.00	JCB
	Review Plaintiff's emergency motion for extension of time to file response to multiple motions to dismiss or quash service	0.10	21.00	JCB
	Review several more emails attempting to coordinate a conference with counsel for all parties	0.10	21.00	JCB
Sep-01-22	Review Plaintiff's responses to multiple motions to dismiss or quash service	0.30	63.00	JCB
Sep-02-22	Review Order granting withdrawal of Lucas Taylor	0.10	21.00	JCB
	Review three more of Plaintiff's responses to multiple motions to dismiss or quash service	0.30	63.00	JCB
	Review email sending zoom link and confirming conference for September 12	0.10	21.00	JCB
Sep-07-22	Review order granting Plaintiff's emergency motion for one day extension to respond to motions to dismiss or quash service	0.10	21.00	JCB
Sep-09-22	Review proposed Case Management Report prepared by defense counsel rather than Plaintiff.	0.20	42.00	JCB
Sep-12-22	Prepare for and attend case management conference	0.80	168.00	JCB
	Review Plaintiff's email attaching her Case Management Report and emails between counsel regarding defendants' case management report and upcoming conference	0.20	42.00	JCB
Sep-13-22	Review Plaintiff's motion for miscellaneous relief for emergency status conference	0.10	21.00	JCB
	Review defendants' final case management report and email sending proposed email that is to be sent to Plaintiff regarding her non-appearance at the conference	0.20	42.00	JCB
Sep-14-22	Review order granting Defendant North	0.10	21.00	JCB

	Florida Newspaper's motion for leave to file reply brief			
	Review email from Plaintiff regarding her filing for an emergency status conference	0.10	21.00	JCB
Sep-15-22	Review revisions to case management statement and email my agreement	0.30	63.00	JCB
	Review Plaintiff's revisions to defendants' case management report, review emails between defense counsel regarding our position on her revisions, send our position regarding same	0.30	63.00	JCB
Sep-16-22	Review North Florida Newspaper's reply brief	0.20	42.00	JCB
Sep-19-22	Review email from Plaintiff regarding disputed items on report and email from defense counsel regarding attempting another conference so Plaintiff can attend	0.10	21.00	JCB
Sep-20-22	Review clerk's entry of default as to Stephen Douglas	0.10	21.00	JCB
	Review emails re Plaintiff's disputed items and scheduling another conference	0.10	21.00	JCB
Sep-21-22	Review Plaintiff's unopposed motion for leave to respond to Judge Fina's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
Sep-22-22	Review additional emails regarding scheduling a conference	0.10	21.00	JCB
Sep-23-22	Email approving recommendation for filing case management statement	0.10	21.00	JCB
	Review order granting Plaintiff leave to respond to Judge Fina's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
	Multiple emails throughout the day regarding defense counsel filing their own case management report and discontinuing trying to set another conference with Plaintiff	0.30	63.00	JCB
Oct-05-22	Review emergency motion for extension of time to file response to Judge Fina's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB

Oct-06-22	Review filed Case Management Report filed by Plaintiff	0.20	42.00	JCB
Oct-07-22	Review CMC, email proposed edits, telephone conference with S. Erdelyi	0.40	84.00	JCB
	Review Case Management Report filed by Defendants	0.10	21.00	JCB
	Multiple emails throughout the day on final edits to the final case management report due that day	0.30	63.00	JCB
Oct-11-22	Review Plaintiff's response to Judge Fina's motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
Oct-13-22	Review notice of hearing - preliminary pretrial conference	0.10	21.00	JCB
	Review order striking Plaintiff's response to Judge Fina's motion to dismiss	0.10	21.00	JCB
Oct-28-22	Review Plaintiff's amended response to motion to dismiss for lack of jurisdiction	0.10	21.00	JCB
Oct-31-22	Review file, telephone conference with S. Erdelyi re pretrial conference tomorrow, emails with other counsel regarding meeting prior to hearing in Jacksonville	1.00	210.00	JCB
	Emails with S. Ederlyi regarding upcoming pretrial conference, telephone conference with S. Ederlyi regarding same	0.40	84.00	JCB
	Multiple emails with counsel regarding meeting before the pretrial	0.30	63.00	JCB
Nov-01-22	Prepare for preliminary pretrial conference, travel to Jacksonville, attend meeting prior to hearing, attend hearing, conference after hearing, travel to Lake City	5.25	1,102.50	JCB
Nov-02-22	Review Plaintiff's emergency motion for leave to file reply brief to Defendants' ore tenus motion to stay discovery	0.10	21.00	JCB
Nov-03-22	Review email from Plaintiff asking if I object to her filing a reply brief to defendants' ore tenus motion to stay discovery, multiple emails with all defense counsel regarding same email	0.40	84.00	JCB

Nov-07-22	Review email and draft joint motion to stay discovery drafted on behalf of all defendants by S. Erdelyi	0.20	42.00	JCB
Nov-08-22	Review motion to stay, email approval, email signature block	0.20	42.00	JCB
	Review joint motion of all defendants to stay discovery	0.10	21.00	JCB
	Inform S. Erdelyi of no changes to joint motion to stay discovery, send signature block to add to motion	0.10	21.00	JCB
Nov-09-22	Review endorsed order taking Defendant's joint motion to stay discovery under advisement	0.10	21.00	JCB
Nov-21-22	emails re whether I received response from Plaintiff on Friday	0.10	21.00	JCB
	Review Plaintiff's brief in opposition to Defendants' joint motion to stay discovery	0.30	63.00	JCB
	Emails with multiple defense attorneys asking if anyone heard from Plaintiff	0.10	21.00	JCB
Nov-22-22	Review of Appellant's response to Defendants' motion to stay discovery	0.20	42.00	JCB
Nov-30-22	Review notice of official transcript	0.10	21.00	JCB
Dec-02-22	Review order granting Defendants' motion to stay discovery	0.20	42.00	JCB
Dec-05-22	receipt and review of Order Granting Plaintiff Access to CM/ECF and Staying Discovery; administrative time, i.e., docket pleadings; update index.	0.20	10.00	MBD
Dec-16-22	Review Plaintiff's objection to court's order	0.20	42.00	JCB
Dec-19-22	receipt and review of Plaintiff's Objection to Order staying Discovery; saved in file.	0.20	10.00	MBD
Dec-21-22	Review Plaintiff's motion for default against Stephen Douglas	0.10	21.00	JCB
Mar-02-23	Review courts order on all motions to dismiss	0.50	105.00	JCB

Mar-03-23	Review judgment on all orders dismissing claims	0.30	63.00	JCB
	Reviewed Court's Order of Dismissal as to Befaithful Coker in federal court case.	0.50	150.00	TJK
Mar-24-23	Dictated draft letter to Dyal summarizing the Federal Court's Order of Dismissal.	0.60	180.00	TJK
	Totals	45.85	<u>\$9,247.50</u>	

DISBURSEMENTS

Oct-25-22	Photocopy Expense 163 @ 0.20	32.60	
	Totals	<u>\$32.60</u>	
	Total Fee & Disbursements		<u>\$9,280.10</u>
	Balance Now Due		<u>\$9,280.10</u>

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

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

May 10, 2023

Attention:

File #: 00801-005

Inv #: 6605

RE: First DCA Coker vs City of Lake City/Audrey Sikes Case Number:
1D22-3390

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Nov-07-22	Review notice of appeal, trial court docket and appeal history, and motions and orders entered prior to appearance	1.80	378.00	JCB
Nov-09-22	Draft and file notice of appearance	0.20	42.00	JCB
Nov-10-22	Receipt and review of order to show cause why appeal should not be dismissed	0.20	42.00	JCB
	Receipt and review of order to register/update eDCA	0.10	21.00	JCB
Nov-22-22	Review of Appellant's response to order to show cause and attached amended notice of appeal, compared the orders listed on the two notices of appeal	0.70	147.00	JCB
Dec-08-22	Review record on appeal and print index, pull motions related to the orders that were appealed	1.50	315.00	JCB
Dec-28-22	Receipt and review of discharge of order to show cause	0.10	21.00	JCB
Jan-27-23	Receipt and review of motion for extension of time to file initial brief	0.10	21.00	JCB
Feb-13-23	Receipt and review of second motion for extension of time to file initial brief	0.10	21.00	JCB

Mar-16-23	Review docket, contact clerk of DCA re no receipt of Initial Brief or Order accepting same as timely filed, email Coker re same, draft motion for extension of time to file Answer Brief, review Coker's response to my email regarding my request for extension of time to file Answer Brief	1.00	210.00	JCB
Mar-17-23	Review Coker's response to request for extension of time to file Answer Brief, edit motion re same, file motion re same, email Coker re forward proof of service of Initial Brief, review her response	0.60	126.00	JCB
Mar-27-23	Review Initial Brief, review orders and docket, review related pleadings, research mootness, begin Answer Brief	3.25	682.50	JCB
Mar-28-23	Review Order granting our motion for extension of time to file Answer Brief	0.10	21.00	JCB
Mar-29-23	Phone call and email to Florida's efilg service re: selection of service of Initial Brief	0.20	10.00	RAC
Apr-04-23	Work on Answer Brief	1.85	388.50	JCB
Apr-05-23	Reviewed Notice of Appeal and dictated email to Danielle Adams regarding status of matter.	0.30	90.00	TJK
Apr-07-23	Work on Answer Brief - determined that a motion to dismiss should be filed in lieu of an answer brief	2.25	472.50	JCB
Apr-15-23	Research 1st DCA orders dismissing cases for mootness, research motions to dismiss appeals, work on motion to dismiss, review record, review filings of Coker	3.80	798.00	JCB
Apr-16-23	Continued research 1st DCA orders dismissing cases for mootness, work on motion to dismiss	3.00	630.00	JCB
Apr-17-23	Edit motion to dismiss, review with T. Kennon and K. Robinson, review entire record for record citations, research election results for exhibit, review meeting transcripts, file motion	6.25	1,312.50	JCB
Apr-24-23	Review order from 1st DCA giving Appellant 10 days to respond to motion to dismiss	0.10	21.00	JCB
	Review motions for fees filed in	0.30	63.00	JCB

	state court and research moving for fees in appellate court for same			
May-05-23	Review Coker's motion for extension of time to respond to our motion to dismiss, draft objection to her motion and file with the appellate court	0.70	147.00	JCB
May-08-23	Receipt and review Appellant's response to Appellees' motion to dismiss	0.50	105.00	JCB
	Totals	29.00	\$6,085.00	
	Total Fee & Disbursements		\$6,085.00	
	Balance Now Due		\$6,085.00	

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

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

April 25, 2023

Attention:

File #: 00801-006

Inv #: 6485

RE: Terry Lund v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-21-23	Reviewed correspondence regarding litigation claim to EEOC.	0.30	57.00	TJK
	Totals	0.30	<hr/> \$57.00	
	Total Fee & Disbursements			<hr/> \$57.00
	Balance Now Due			<hr/> \$57.00

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

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

March 24, 2023

Attention:

File #: 00801-007

Inv #: 6370

RE: Jack LeBlanc, Jr. v. City of Lake City

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-27-23	Reviewed information regarding LeBlanc claim from Dean Smith and Florida League of Cities.	0.20	34.00	TJK
	Totals	0.20	<hr/> \$34.00	
	Total Fee & Disbursements			<hr/> \$34.00
	Balance Now Due			<hr/> \$34.00

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

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Lake City, FL 32055 USA

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

April 25, 2023

Attention:

File #: 00801-008

Inv #: 6486

RE: Herbert Dingle v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-06-23	Reviewed various documents related to Herbert Dingle demand. Telephone conference with Chief Butler, and dictated email to Dingle.	0.40	76.00	TJK
	Worked on correspondence to Mr. Dingle regarding the demand received. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Mar-10-23	Reviewed email correspondence regarding Mr. Dingle's sister and cooperation.	0.20	38.00	TJK
Mar-15-23	Call with Susan Erdelyi regarding updates received. Forwarded recent email communications to Ms. Erdelyi.	0.20	14.00	ALJ
Mar-28-23	Reviewed revised claim submitted by Herbert Dingle and dictated email to Audrey re: Florida League of Cities.	0.30	57.00	TJK
Mar-30-23	Worked on correspondence to Audrey Sikes regarding Mr. Dingle's claim. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
Mar-31-23	Telephone conference with Mrs. Kendall Manini at Marks Gray concerning Dingle Claim.	0.20	38.00	TJK

Totals

1.70 \$251.00

Total Fee & Disbursements**\$251.00****Balance Now Due****\$251.00**

TAX ID Number 20-2029910

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

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

June 8, 2023

Attention:

File #: 00801-008

Inv #: 6768

RE: Herbert Dingle v. COLC

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Apr-18-23	Received email from Mr. Dingle regarding his claim. Forwarded the same to Todd and Danielle for review.	0.10	7.00	ALJ
	Received email from Herbert Dingle regarding a follow up to his claim. Printed out the same for Mr. Kennon's review and response.	0.10	7.00	ALJ
Apr-20-23	Reviewed e-mail chain regarding Mr. Dingle's correspondence with Ms. Manini.	0.20	34.00	TJK
	Totals	0.40	\$48.00	
	Total Fee & Disbursements			\$48.00
	Previous Balance			251.00
	Previous Payments			251.00
	Balance Now Due			\$48.00

TAX ID Number 20-2029910

PAYMENT DETAILS

May-02-23	For Services Rendered	251.00
	Total Payments	\$251.00

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

February 16, 2023

Attention:

File #: 01579-001

Inv #: 6047

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Jan-03-23	Review correspondence with HAECO's attorney. Reviewed Roberts Rules of Order regarding reconsideration, etcetera, of passed motion. Telephone conference with Danielle regarding Roberts Rules of Order.	0.60	102.00	TJK
	Review supporting documents for Resolutions 2023-004 and 2023-005 and dictate draft of Resolutions.	0.70	119.00	TJK
	Worked on Resolution 2022-004, related to the authorization of Change Order One with Anderson Columbia for upgrades to lighting and extension of contract. Updated, formatted, and forwarded the same to the attorney for review.	1.50	105.00	ALJ
	Worked on Resolution 2022-005, related to the execution of a Public Transportation Grant Agreement. Updated, formatted, and forwarded the same to the attorney for review.	1.20	84.00	ALJ
Jan-04-23	Telephone conference with Danielle and Allison Squicciarro.	0.50	85.00	TJK
	Received meeting invite from Attorney Squicciarro regarding HAECO. Updated firm calendar and forwarded the same to Mr. Kennon for attendance.	0.10	7.00	ALJ

Jan-05-23	Telephone conference with Allison Squicciarro.	0.40	68.00	TJK
Jan-09-23	Telephone conference Danielle regarding meeting issues; Telephone conference Jernigan regarding airport issues.	0.30	51.00	TJK
	Reviewed supporting documents for Resolutions 2023-004 and 2023-005, and dictated draft of Resolutions.	0.40	68.00	TJK
	Worked on Resolution 2023-004, authorizing the change order one to the Anderson Columbia contract for upgrades to airfield lighting at the Airport. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
	Worked on Resolution 2023-005, authorizing the Grant Agreement for the Ground Power Unit at the Airport. Updated, formatted, and disseminated the same to appropriate individuals.	2.95	206.50	ALJ
Jan-16-23	Reviewed slide show information from HAECO's attorney and forwarded to staff and Danielle. Reviewed revisions to lease prepared by HAECO.	0.90	153.00	TJK
Jan-17-23	Multiple telephone conferences with Danielle regarding HAECO slide show and correspondence. Dictated memo regarding Motion to Reconsider. Telephone conference with Ed Booth. Legal research on motion to rescind versus a motion to reconsider. Reviewed ordinances related to meeting procedures. Reviewed Roberts Rules of Order regarding motion procedures.	2.10	357.00	TJK
	Sent email to Ms. Adams with HAECO corrections to lease agreement.	0.10	7.00	ALJ
Jan-18-23	Executed CCNA for project 444409-1.	0.10	17.00	TJK
	Dictated draft resolution 2023-007.	0.20	34.00	TJK
	Email to and from Mr. Johnson regarding the CCNA for project 444409-1. Sent executed CCNA from Mr. Kennon.	0.50	35.00	ALJ

Jan-19-23	Worked on Resolution 2023-007, related to the HAECO Lease. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Jan-20-23	Reviewed documentation regarding contract with C & D Maintenance and dictated draft resolution 2023-008 and associated contract.	1.00	170.00	TJK
Jan-25-23	Reviewed, revised, and finalized Resolution 2023-008 and contact with C & D Industrial related to airport hangar door maintenance. Reviewed email from Megan Logan regarding college and airport boundaries and dictated a response to the same.	0.30	51.00	TJK
Jan-26-23	Review documentation and Grant Agreement with FDOT for tree removal at the Airport. Dictated draft of resolution. Reviewed and finalized resolution to send to the Client.	0.60	102.00	TJK
	Worked on Resolution 2023-008, related to the Agreement for ITB 003-2023. Updated, formatted, and disseminated the same to appropriate individuals.	3.70	259.00	ALJ
	Worked on Resolution 2023-009, related to the Grant Agreement for tree/vegetation removal at the Airport. Updated, formatted, and disseminated the same to appropriate individuals.	2.95	206.50	ALJ
	Worked on correspondence to Meagan Logan regarding the survey of the Airport. Updated, formatted, and disseminated the same to appropriate individuals.	0.20	14.00	ALJ
	Totals	23.30	\$2,441.00	
Total Fee & Disbursements				\$2,441.00
Retainers Applied				79.00
Previous Balance				3,349.00
Previous Payments				3,349.00
Balance Now Due				\$2,362.00

TAX ID Number 20-2029910

PAYMENT DETAILS

Feb-03-23	For Services Rendered	3,428.00
	Total Payments	<hr/> \$3,428.00

Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

March 24, 2023

Attention:

File #: 01579-001

Inv #: 6369

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-02-23	Telephone conference with Dee Johnson regarding airport hangar maintenance bid and resolution.	0.20	34.00	TJK
Feb-03-23	Sent email to Danielle regarding Airport Law Alert - FAA Proposes New Policy on Air Carrier Incentives.	0.10	7.00	ALJ
	Received final billing from Mr. Booth. Forwarded the same to Danielle.	0.10	7.00	ALJ
Feb-13-23	Received email from Brenda Karr regarding ITB-003-2023 for Airport hangar door maintenance. Sent email regarding issues with ITB and contract.	0.20	14.00	ALJ
Feb-20-23	Dictated draft of Resolution 2023-020 related to Passero Task Assignment and reviewed background and supporting documentation.	0.60	102.00	TJK
Feb-21-23	Sent email to Clerk's office to confirm continuing contract resolution for Passero. Sent email to Dee Johnson to have Passero fix the proposed supplemental agreements to reflect correct contract date.	0.50	35.00	ALJ
Feb-22-23	Reviewed and revised Resolution 2023-020 related to Passero Task Assignment Three.	0.40	68.00	TJK
Feb-28-23	Conference call with Alysha on Resolution	0.20	34.00	TJK

2023-020 and Resolution 2023-021, related to the Passero Task Assignments.

Dictated draft of Resolution 2023-021 regarding Passero Task Assignment.	0.60	102.00	TJK
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Worked on Resolution 2023-020 authorizing Task Assignment with Passero for permit compliance. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
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Worked on Resolution 2023-021 authorizing Task Assignment with Passero for obstacle removal. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
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Totals	4.90	\$543.00	
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Total Fee & Disbursements		\$543.00
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Previous Balance		2,362.00
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Previous Payments		2,362.00
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Balance Now Due		\$543.00
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TAX ID Number 20-2029910

PAYMENT DETAILS

Mar-13-23	For Services Rendered	2,362.00
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Total Payments		\$2,362.00
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Robinson, Kennon and Kendron, P. A.

582 West Duval Street
Lake City, FL 32055 USA

Ph:(386) 755-1334

Fax:(386) 755-1336

City of Lake City - Airport
205 N. Marion Avenue
Lake City, FL
32055 USA

June 8, 2023

Attention:

File #: 01579-001

Inv #: 6769

RE: City of Lake City - Airport

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Mar-03-23	Reviewed public transportation Grant Agreement with FDOT regarding Industrial Loop Road rehabilitation and dictated draft of Resolution 2023-029 related to FDOT Grant Agreement for Industrial Loop Road.	0.60	102.00	TJK
Mar-08-23	Reviewed report to council and FDOT Grant Agreement regarding South Airfield Drainage Study. Dictated draft Resolution 2023-030, reviewed, and finalized the same.	0.50	85.00	TJK
	Worked on Resolution 2023-029 related to the Grant Agreement for the rehabilitation of Industrial Loop Road. Updated, formatted, and disseminated the same to appropriate individuals.	2.90	203.00	ALJ
	Worked on Resolution 2023-030 related to the South Airfield Drainage Study. Updated, formatted, and disseminated the same to appropriate individuals.	2.90	203.00	ALJ
Mar-15-23	Forwarded email with attachments to Danielle regarding Aircraft Hangar Rental taxes.	0.10	7.00	ALJ
Apr-03-23	Worked on correspondence to Angela Taylor re Booth invoice. Updated, formatted, and disseminated the same to appropriate individuals.	0.10	7.00	ALJ

Apr-10-23	Reviewed surveys from Meagan Logan and past correspondence regarding land swap with FG College.	0.50	85.00	TJK
Apr-12-23	Received email from Edward Bunnell regarding Airport Leases/Agreements/Contracts. Printed out the same for Mr. Kennon's review.	0.10	7.00	ALJ
Apr-17-23	Conference with Meagan Logan regarding FGC land swap. Dictated instructions for search of title work and FAA information.	0.90	153.00	TJK
	Call with Edward Bunnell for additional information regarding the Jayviation lease agreement and previous lease agreements executed at the airport.	0.20	14.00	ALJ
Apr-19-23	Reviewed documents relating to Amendment of Resolution 2023-029 with DOT regarding Grant. Dictated draft of Resolution 2023-052 to amend Resolution 2023-029 re Industrial Loop Road at Airport.	1.00	170.00	TJK
	Reviewed 2019 lease between City and Jayviation/Jay Voss as modified by Jayviation for a current month to month lease. Dictated draft of lease and draft of Resolution 2023-051.	1.20	204.00	TJK
Apr-20-23	Worked on revisions to lease with Jayviation.	0.60	102.00	TJK
	Final review of Resolution 2023-052 to amend Resolution 2023-029. Telephone conference with Dee regarding Resolution 2023-052.	0.50	85.00	TJK
Apr-21-23	Reviewed Grant Agreement regarding drainage study and taxiway B. Dictated draft resolution, noted issues with the Grant Agreement and funding.	0.60	102.00	TJK
	Reviewed HAECO Lease and dictated e-mail to Dee Johnson regarding inspections and maintenance plan.	0.30	51.00	TJK
	Worked on Resolution 2023-051 related to the Lease with Jayviation. Worked on corresponding lease agreement. Updated, formatted, and disseminated the same to appropriate individuals.	2.40	168.00	ALJ

	Worked on Resolution 2023-052 related to Grant Agreement for Industrial Loop. Updated, formatted, and disseminated the same to appropriate individuals.	2.95	206.50	ALJ
	Reviewed information from Edward Bunnell regarding Jayviation lease with Todd and Danielle and advised City administration to hold on forwarding this item to council.	0.20	14.00	ALJ
Apr-25-23	Final review of Resolution 2023-048 and dictated instructions to staff regarding issues with funding and clarification from City staff as to funding. Revised Resolution 2023-048 and approved sending to City.	0.50	85.00	TJK
	Worked on correspondence to Dee Johnson regarding HAECO inspection. Updated, formatted, and disseminated the same.	0.20	14.00	ALJ
	Worked on Resolution 2023-048 related to the Application for grant funds from FAA for the South Airfield Drainage Study. Updated, formatted, and disseminated the same to appropriate individuals.	1.00	70.00	ALJ
Apr-28-23	Reviewed documentation and Grant Agreements with FDOT regarding Grant for security upgrades at airport and dictated draft Resolution related to the same.	0.60	102.00	TJK
	Totals	20.85	\$2,239.50	
Total Fee & Disbursements				\$2,239.50
Previous Balance				543.00
Previous Payments				543.00
Balance Now Due				\$2,239.50

TAX ID Number 20-2029910

PAYMENT DETAILS

Apr-12-23	For Services Rendered	543.00
Total Payments		\$543.00

File Attachments for Item:

15. Discussion and Possible Action: Consider implementing a 3.5% convenience fee for all payments on Invoice Cloud and over the counter transactions using a credit/debit card (Customer Service Director Katrina Medearis)

MEETING DATE
June 20, 2023

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Credit Card Fees

DEPT / OFFICE: Customer Service

Originator: Katrina Medearis		
City Manager Paul Dyal	Department Director Katrina Medearis	Date 06/09/2023
Recommended Action: Charge a 3.5% convenience fee on credit/debit cards to help offset fees that the City has been absorbing		
Summary Explanation & Background: Over the last few years our credit card fees have significantly increased, and that number is continuing to rise as more people tend to use their credit/debit cards versus using cash or checks. Most banks, credit unions and prepaid cards are offering direct deposit up to 2 days early, and many customers are taking advantage of that and paying bills using those same cards.		
Alternatives: *Continue to absorb the cost of the credit card fees which could be roughly \$120,000-\$150,000 for the year. * Charge 3.5% convenience fee across the board for all payments on Invoice Cloud and in person over the counter transactions using credit/debit card. *Charge 3.5% for credit/debit cards only on Invoice Cloud.		
Source of Funds:		
Financial Impact: Finance is estimating \$120,000 to \$150,000 in credit card fees.		
Exhibits Attached: See attached		

Innovating the Customer Experience

Pricing

Table 1. Hybrid Fee Pricing Model:

Electronic Payment Fees – Hybrid Model	
All Credit / Debit Cards Visa, MasterCard, Discover and AMEX – Fee per transaction – Paid by the customer	3.50% w/ \$2.50 min
E-Check / ACH – per transaction – Paid by Biller	\$.95



Payment Options

The City of Live Oak's Utility bills are generated each month end and mailed to our customers. If for some reason you do not receive a bill in the mail, please call 386-362-2276 for your account balance. All bills are due immediately and considered past due after the 15th. Per City ordinance, a 10% penalty is assessed each overdue balance. Any account with an unpaid balance after the 20th of each month is **subject** to disconnection and reconnection fees will apply. City Hall office hours are 8:00- 5:00 Monday-Friday (except celebrated Holidays) If you need services turned on or back on, please come prior to 4:15 pm. Turn on requests received after 4:30 will be done the following work day. If you are paying on your bill after the 20th of the month and it has been disconnected please include the \$50.00 reconnect fee in addition to your utility balance or your water will not be reconnected until that reconnect is paid.

Pay Online

The "Pay Here!" link will take you to our outside vendor FISPayDirect. FISPayDirect does charge a convenience fee for using your credit card to pay your City utility bill. **This charge will be 2.45%** of your transaction amount. This site will enable you to pay your utility account with your Visa, Master credit/debit Card, Discover, or American Express credit card. **(We can accept VISA at this online site only)**

You must have your utility account number (you can get this from your bill). The first set of numbers will be your Customer ID, the second set will be your Location ID. Please note: Reconnect fees if applicable must

be added to the balance shown on this payment link.

Example:

Account Number 99999-99999 (99999=Customer ID---99999=Location ID)

Once you have entered your account number your address will display (for your confirmation), and your Current Balance will display. (We download this information only biweekly-so if you have made a payment since the last upload, the current balance display may not have updated). This service will charge a 2.45% convenience fee to process your payment to us. This fee is non-refundable. Our finance department updates your utility account with online credit payments each business day morning. Please call city hall if you have questions 386-362-2276.

Once you have read and understood the online payment process, click "Pay Here!" to proceed to the credit/debit card site.

Pay Here!

Other Payment Options

Auto Bank Draft

Please contact the city for the Bank Draft form. Upon completing the form, please return it to City Hall. Please note, you will still receive a monthly bill/statement. Once the auto draft is set up, the city will automatically draft your payment from your bank account around the 10th of each month. Call us 386-362-2276 if you have any questions.

You must maintain sufficient funds in your checking or savings account. We process your drafted payment approximately on the 10th of each month. Please contact us prior to the 7th of each month if you have any questions about your bill before the bank draft is processed.

Our City Hall Lobby

City Hall is located at 101 White Avenue S.E. The cashiers may accept cash, checks, money orders, and some credit/debit cards. Credit/Debit card transactions will incur a 2.45% Service Charge payable at the time of the

transaction. The City of Live Oak does not receive any of this service charge and it is non-refundable. The credit provider can accept Master Card, Discover, American Express debit or credit cards (**Visa debit cards are accepted ONLY in our Lobby**). We also have a **drive up** window for customers that have their bill and are paying with cash or a check. There is a **night deposit** located on the side of our building just past the drive up window, please indicate your account number on your check or money order, when depositing it in our night drop. **(Do not put cash in the night drop)**

Auto-Bank Draft Set Up

Please complete the Bank Draft form. Return it to City Hall. You will still get a bill monthly. We will automatically draft your payment from your bank account around the 10th of each month. Call us 386-362-2276 if you have any questions. You must maintain sufficient funds in your checking or savings account. We process your drafted payment approximately on the 10th of each month. Please contact us prior to the 7th of each month if you have any questions about your bill before the bank draft is processed.

Our City Hall Lobby

Our City Hall lobby (located at 101 White Avenue S.E.) cashier can accept cash, checks, money orders, and some credit/debit cards. **Credit/Debit card transactions will incur a 2.45% Service Charge** payable at the time of the transaction. The City of Live Oak does not receive any of this service charge and it is non-refundable. The credit provider can accept Master Card, Discover, American Express debit or credit cards (Visa debit cards are accepted only in our Lobby). We also have a **drive up** window for customers that have their bill and are paying with cash or a check. There is a **night deposit** located on the side of our building just past the drive up window, please indicate your account number on your check or money order, when depositing it in our night drop. **(Do not put cash in the night drop)**

Pay utility bill online

I understand the online payment process and wish to proceed to the credit/debit card site. (THE
CONVIENCE FEE WILL BE 2.45% OF EACH TRANSACTION)

<https://paydirect>

Data file last updated 05/02/2023 7:28 AM if you have questions with utility information please call City Hall
386-362-2276.

WHITE SPRINGS

Florida

Search

Community

Payments

Please note: A 03.5% fee will be added to all payments to offset the processing fee paid to the credit card processor. For example, a \$1,000.00 payment will result in a \$1,035.00 charge to your credit card (\$100.00 = \$103.50).

Water Deposit Payments

Water Utility Payments

Contact Information

Address:

Town of White Springs, Florida
P.O. Drawer D
10363 Bridge Street
White Springs, FL 32096

Phone:

386-397-2310

Fax:

386-397-1542

[View Full Contact Details](#)



[Home](#) [Staff Login](#) [Accessibility](#)

[PO Drawer D](#) | [10363 Bridge St](#) | [White Springs, FL 32096](#) | [Ph. \(386\) 397-2310](#) | [Fax \(386\) 397-1542](#)



The Point and Pay convenience fees are as follows:

Credit or Debit Card

\$00.01 - \$50.00 = \$2.00

\$50.01 - \$100.00 = 2.95

Each additional \$100.00 up to \$1,000.00 = \$2.00

Each additional \$1,000.00 = \$25.00

E-check (only for customers not deemed as cash-only)

\$00.01 - \$10,000.00 = \$1.25

\$10,000.00 and over = \$10.00

Utility services are subject to disconnection on the day the account becomes delinquent, which is the close of business seven days after the due date. The exact cut-off day date and time is printed on the bottom of your bill each month because the exact date will vary.

IS YOUR UTILITY ACCOUNT PASSED DUE OR DISCONNECTED?

If you are possibly subject to disconnection or have already been disconnected, you must call Utility Billing at 386-418-6110 to confirm payment processing and ensure delinquent account services are not disconnected or to ensure ut

 MENU[Account Log In](#)[feedback](#)

Credit/Debit/ATM Card Online

Pay My Bill
(/servicelogin)

Report An Outage
(/StormCentral/ReportanOutage.aspx)

Start, Stop, Move
(/MyHome/YourService/Start,Stop,Move.aspx)

My Home (<https://www.gru.com/MyHome.aspx>) » Content
(<https://www.gru.com/MyHome/Content.aspx>) » Credit/Debit/ATM Card Online
(<https://www.gru.com/MyHome/Content/CreditDebitATMCardOnline.aspx>)

Safe and Convenient Online Payment

Make a one-time card payment **online**
(<https://myaccount.gru.com/Login?lang=eng>).



- Discover, MasterCard, Visa and American Express accepted.
- ATM/debit cards bearing the STAR, NYCE, PULSE or ACCEL logo accepted.
- Account credited within minutes.
- An additional service fee of \$2.75 applies to residential customers making a one-time payment.
- An additional service fee of \$9.95 applies to non-residential customers making a one-time payment.
- Payments must be received before 7 p.m. for same-day credit.

feedback

Learn More

- If you are looking for information about one-time or recurring bank drafts, please visit our **other payment options page** (/TabID/3587/Default.aspx).

(/)

301 SE 4th Avenue
Gainesville, FL 32601
352-334-3434 (tel:352-334-3434)

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ADA Compliance (/Home/ADACompliance.aspx) | Public Notices (/publicnotices)