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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

March 16, 2026 at 6:00 PM

Venue: City Hall

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## AGENDA

### REVISED

#### **Revised 3/16/2026: Item # 13 Typographical error corrected on ordinance**

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 Ricky Jernigan

#### **Roll Call**

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

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

#### **Approval of Agenda**

**Proclamations/Awards/Recognitions** - None

#### **Presentations**

1. 250th Project Presentation - Students from Columbia County School System - Ms. Lisa Lee

#### **Public Participation - Persons Wishing to Address Council**

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

### **Approval of Consent Agenda**

2. City Council Resolution No. 2026-006 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
3. City Council Resolution No. 2026-031 - A resolution of the City of Lake City, Florida, approving that certain update to job position and description for Firefighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said Revised Position and description; repealing all prior resolutions in conflict; and providing an effective date.
4. City Council Resolution No. 2026-034 - A resolution of the City of Lake City, Florida, approving Change Order Two (2) to that certain Task Assignment Ten (10) between the City and Jones Edmunds and Associates, Inc., a Florida Corporation, said Change Order increasing the contract price to \$118,500.00 to account for additional design, bidding, and contractor selection services for the State Road 47 Casey Jones RV Park Collection System Project; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.

### **Quasi-Judicial Hearings**

#### **Open Quasi-Judicial Hearing**

##### Final Reading

5. City Council Ordinance No. 2026-2357 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-02, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City,

Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of SR47 and I75)

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

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

**Clerk should take custody of exhibits.**

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

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

Adopt City Council Ordinance No. 2026-2357 on final reading

First Reading

- 6.** City Council Ordinance No. 2026-2353 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-01S, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage, under the amendment

procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR 47)

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

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- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2353 on first reading

- 7.** City Council Ordinance No. 2026-2354 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 26-01L, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for

Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage; providing for rezoning from County Commercial, Intensive (CI) and County Commercial, Highway Interchange (CHI) to City Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR47)

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

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- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2354 on first reading

- 8.** City Council Ordinance No. 2026-2362 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-04S, by Daniel Crapps, Trustee of C & W Land Trust, property owner of Lots 1, 2 and 3 of the C & W

Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (Less than or equal to 14 dwelling units per acre) and County Commercial to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

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

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

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- F. Cross examination of parties by party participants.**
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- H. Closing comments by parties.**
- I. Instruction on law by attorney.**
- J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2362 on first reading

9. City Council Ordinance No. 2026-2363 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 26-02S, by Daniel Crapps, Trustee of C & W Land Trust, Property Owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of, Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage; providing for rezoning from County - Commercial, Intensive (CI) and County - Residential, Multiple-Family-1 (RMF-1) to City - Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

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

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- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**

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

Adopt City Council Ordinance No. 2026-2363 on first reading

- [10.](#) City Council Ordinance No. 2026-2364 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-05S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (less than or equal to 14 dwelling units per acre) to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

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

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

**Clerk should take custody of exhibits.**

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- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**

**I. Instruction on law by attorney.****J. Discussion and action by City Council.**

Adopt City Council Ordinance No. 2026-2364 on first reading

- [11.](#) City Council Ordinance No. 2026-2365 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-03S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County-Residential, Multiple-Family-1 (RMF-1) to City-Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

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

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

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- F. Cross examination of parties by party participants.**
- G. Questions of parties by City Council.**
- H. Closing comments by parties.**
- I. Instruction on law by attorney.**

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

Adopt City Council Ordinance No. 2026-2365 on first reading

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

- [12.](#) City Council Ordinance No. 2026-2358 (final reading) - An ordinance of the City of Lake City, Florida, relating to the criminal background screening of certain regulated persons, public service providers, municipal employees, vendors, contractors, contractor employees, and appointees, including volunteers; amending Chapter 70, Article I, Section 70-1 of the Code of Ordinances of the City of Lake City, Florida, providing for criminal background screening of such individuals; making findings of fact in support thereof; repealing all ordinances in conflict herewith and providing an effective date.

Passed on first reading 3/2/2026

**Close Public Hearing**

Adopt City Council Ordinance No. 2026-2358 on final reading

Resolutions - None

Other Items - None

**New Business**Ordinances

- [13.](#) City Council Ordinance No. 2026-2359 (first reading) - An ordinance of the City of Lake City, Florida; amending City Code Chapter 70, Article V, Firefighters' Retirement, adding a new Section 70-136 for the purpose of purchasing prior military service; adding a new Section 70-137 for the purpose of purchasing prior firefighter service; providing for severability; providing for conflicts; and providing an effective date.

Adopt City Council Ordinance No. 2026-2359 on first reading

- [14.](#) City Council Ordinance No. 2026-2360 (first reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth

Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2360 on first reading

- [15.](#) City Council Ordinance No. 2026-2361 (first reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending Policy I.1.2 of the Future Land Use element under Mixed Use by changing the minimum percentage of non-residential uses from 50 to 15, the maximum residential uses from 40 to 75, adding requirements to the open space areas and by changing the residential density limits from 10 to 40 dwelling units based on gross acreage of the overall residential portion of the proposed mixed use land use classification; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2361 on first reading

### Resolutions

- [16.](#) City Council Resolution No. 2026-007 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the State of Florida Department of Commerce for administration of grant funds from the State of Florida Department of Commerce Rural Infrastructure Fund; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [17.](#) City Council Resolution No. 2026-035 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 006-2026 for the aviation fuels annual contract at the Lake City Gateway Airport; awarding said bid to Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement;

directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

[18.](#) City Council Resolution No. 2026-037 - A resolution of the City of Lake City, Florida, amending the Community Redevelopment Agency (the "CRA") Budget for Fiscal Year 2025-2026 to reallocate \$150,000.00 from the CRA "Infrastructure" account to the CRA "Other Current Charges" account in furtherance of and in support of an expanded Facade Grant Program to be administered by the CRA; making certain findings of fact in support of the City approving said amendment; repealing all prior resolutions in conflict; and providing an effective date.

[19.](#) City Council Resolution No. 2026-039 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Columbia County School Board for the acquisition of real property generally described as the former Five Points Elementary School Campus; providing a more accurate description of said campus; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

#### Other Items

[20.](#) Discussion and Possible Action – Chief Butler requests balance of the Mariah Fund in the amount of \$142,788.32 to be used by Executive Director of Utilities for the replacement of the worn/damaged playground equipment in our city parks.

#### **Departmental Administration - None**

#### **Comments by:**

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

#### **Comments by Council Members**

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

## Adjournment

### YouTube Information

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

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

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

**File Attachments for Item:**

2. City Council Resolution No. 2026-006 - A resolution of the City of Lake City, Florida, approving that certain agreement in the form of a Memorandum of Understanding with Learning for Life, Inc., a nonprofit organization operated by the Boy Scouts of America; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
1-5-26

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:**                    **Renewal Memorandum of Agreement (MOU) between  
Lake City Police Department and Learning for Life (Explorer Post 386)**

**DEPT / OFFICE:**    **Police Department**

<b>Originator:</b> Chief of Police Gerald Butler		
<b>City Manager</b> Don Rosenthal, City Manager	<b>Department Director</b> Gerald Butler <i>[Signature]</i>	<b>Date</b> 12-10-25
<b>Recommended Action:</b> Approve the Lake City Police Department (LCPD) renewing the agreement with Learning for Life nonprofit corporation for participating in the Explorer Post program.		
<b>Summary Explanation &amp; Background:</b> Explorer Post 386 currently operates for youth ages 14-20 (Resolution 2024-140) and ages 10-13 (Resolution 2024-141). Per Learning for Life representative, Joseph Orr, these are now combined into one MOU.		
<b>Alternatives:</b> Cease Explorer program		
<b>Source of Funds:</b> Line Item in Department's FY26 budget		
<b>Financial Impact:</b> None		
<b>Exhibits Attached:</b> Renewal Memorandum of Understanding		

## RESOLUTION NO 2026-006

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT IN THE FORM OF A MEMORANDUM OF UNDERSTANDING WITH LEARNING FOR LIFE, INC., A NONPROFIT ORGANIZATION OPERATED BY THE BOY SCOUTS OF AMERICA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on December 19, 2024, the City of Lake City, Florida, (the “City”) entered into two separate Agreements (the “Agreements”) with Learning For Life, Inc., a nonprofit organization operated by the Boy Scouts of America, (the “Agency”) pursuant to Resolutions 2024-140 and 2024-141; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-140 was to continue the Explorers Post 0386 program, serving the City’s youth ages 14-20; and

**WHEREAS**, historically, the Memorandum of Understanding pursuant to Resolution 2024-141 was to expand and enhance youth programming by reaching younger age groups, specifically youth ages 10-13; and

**WHEREAS**, the Agreements are set to expire; and

**WHEREAS**, the City and the Agency would like to continue the Agreements as one singular Agreement (the “Agreement”) in the form of the Exhibit attached hereto; and

**WHEREAS**, approving the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

## Annual Memorandum of Understanding

Lake City Police Dept. has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

***Explorer Clubs only:***

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

***Explorer Posts only:***

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

***Explorer Clubs and Explorer Posts:***

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at [www.exploring.org](http://www.exploring.org).
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

*Note: Adults may serve in multiple posts and clubs.*

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of executive officer or designee

\_\_\_\_\_  
Signature of Exploring representative

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print name)

**FLORIDA-SPECIFIC  
COMPLIANCE RIDER**

**THIS FLORIDA-SPECIFIC COMPLIANCE RIDER** ("Rider") is made as of this \_\_\_\_ day of March, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Learning for Life, a District of Columbia nonprofit corporation ("Contractor") (individually, each a "Party," and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the City's police department has long-operated an youth explorer program; and

**WHEREAS**, the Contractor is a nonprofit corporation organized for the purpose of providing support services such as year-round training techniques and methods for selecting quality leaders, program resources, and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities (the "Services"); and

**WHEREAS**, the City and the Contractor have, on even date herewith, agreed to and executed that certain Memorandum of Understanding concerning Learning for Life Explorer Post 386 to be operated by the Lake City Police Department in furtherance of the Contractor delivering the Services (the "MOU"); and

**WHEREAS**, the MOU does not contain certain Florida-specific contract provisions required of governmental agencies becoming a party to such contracts; and

**WHEREAS**, to give effect to such Florida-specific contract provisions, the City and the Contractor desire that the provisions of this rider be conditions supplemental to the conditions and provisions of the MOU; and

**WHEREAS**, Contractor represents it has the experience and resources to perform the Services; now, therefore,

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

1. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
  - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Rider and following completion of this Rider if Contractor does not transfer the records to the City.
  - d. Upon completion of this Rider, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Rider, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Rider, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

**[REMAINDER OF PAGE INTENTIONALLY BLANK]  
[SIGNATURE PAGE TO FOLLOW]**

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

LEARNING FOR LIFE, A DISTRICT OF  
COLUMBIA NONPROFIT CORPORATION

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

By \_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_  
Noah Walker, Mayor

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

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

3. City Council Resolution No. 2026-031 - A resolution of the City of Lake City, Florida, approving that certain update to job position and description for Firefighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said Revised Position and description; repealing all prior resolutions in conflict; and providing an effective date.



# Lake City Fire Department

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225 NW Main Blvd., Suite 101, Lake City, FL 32055  
Phone: 386-752-3312 Fax: 386-758-5424

Fire Chief  
Joshua Wehinger

## MEMORANDUM

Date: January 28, 2026

To: Don Rosenthal, City Manager  
Angie Taylor Moore, Finance Director  
BillieJo Bible, Director of Human Resources

From: Chief Joshua Wehinger *JW*

RE: Fire Training Officer, Salary justification

At the May 19<sup>th</sup>, 2025 City Council Meeting, the Fire Training Officer position was approved by Council as a Permanent Part-Time position at \$60,000 annually with no benefits, over-time, or paid leave time. As a Permanent Part-Time position, the \$60,000 approved budgeted salary amount was not carried over from 2025 to the current 2026 budget. The salary was figured at \$30,588.27, as permanent part-time at 1040 hours annually not at the previously approved rate of \$60,000 annually. In order to correct this, effective 1/19/2026 the salary difference of \$29,411.73 is to be covered by the Fire Department's over-time budget. The position will continue to be paid \$60,000 annually, with no benefits, over-time, or paid leave; with the exception of the required Fire Pension.

Please see approved Report to Council along with breakdown of money saved by this position for the justification of the approved position

JW



# Lake City Fire Department

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225 NW Main Blvd., Suite 101, Lake City, FL 32055  
Phone: 386-752-3312 Fax: 386-758-5424

Fire Chief  
Joshua Wehinger

## MEMORANDUM

Date: January 28, 2026

To: Don Rosenthal, City Manager  
Angie Taylor Moore, Finance Director  
BillieJo Bible, Director of Human Resources

From: Chief Joshua Wehinger 

RE: Fire Training Officer, Salary justification

Currently, the Training Officer is teaching most all classes provided by the Florida State Fire College which saves the department on average \$1,800 per student by not sending them to class out of town.

Currently, the Training Officer is servicing all apparatus within the fire department which saves the department \$185 per hour of labor.

JW

<b>MEETING DATE</b>
May 19, 2025

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:**

**DEPT / OFFICE:** Fire Department

**Originator:** Joshua Wehinger, Fire Chief

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Joshua Wehinger	<b>Date</b> 4-22-2025
--------------------------------------	---	--------------------------

**Recommended Action:**  
Remove 4 part time positions and replace with 1 part time Training Officer Position.

**Summary Explanation & Background:**

I would like to utilize the funding set aside for the 4 part time firefighter positions to be moved to 1 part time Training Officer Position set at \$60,000 per year. We would remove the 4 part time firefighter positions and replace with 1 Training Officer Position. This allows us to save money by training our staff in-house and not having to send them to other training facilities.

**Alternatives: Remain Status Quo**

**Source of Funds: Reallocate funds**

**Financial Impact: Savings in training budget and assist in lowering ISO rate**

**Exhibits Attached:**

SKM\_C250i25051411160.pdf (0.13 MB)

May 19, 2025  
Meeting

## Public Participation - Persons Wishing to Address Council

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

## Approval of Consent Agenda

### 2. Minutes - March 31, 2025 City Council Workshop

Workshop Minutes 3-31-2025 final AES.pdf (0.02 MB)

### 3. Minutes - April 7, 2025 Regular Session

Regular Session Minutes 4-7-2025 final AES.pdf (0.03 MB)

Form 8 Tammy Harris 4-7-2025 Meeting.pdf (0.16 MB)

### 4. Minutes - April 21, 2025 City Council Workshop

Workshop Minutes 4-21-2025 final AES.pdf (0.02 MB)

5. City Council Resolution No. 2025-043 - A resolution of the City of Lake City, Florida, consenting to the assignment to CPH Consulting, LLC., a Delaware Limited Liability Company by Mittauer & Associates, Inc., a Florida Corporation of that certain agreement between the City and said Mittauer & Associates, Inc.; making certain findings of fact in support of the City consenting to said assignment; recognizing the authority of the Mayor to execute and bind the City to said consent to assignment; directing the Mayor to execute and bind the City to said consent to assignment; repealing all prior resolutions in conflict; and providing an effective date.

RTC Mittauer Engineering 1st Amendment (v.2).pdf (0.83 MB)

Lake City - Client Notification.pdf (0.05 MB)

RES 2025-043 -- Amend Contract (Mittauer & Assoc) (v.3).pdf (1.78 MB)

6. City Council Resolution No. 2025-074 - A resolution of the City of Lake City, Florida, approving that certain job position and description for Fire Fighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.

[Report to Council Training officer.pdf \(0.02 MB\)](#)

[RES 2025-074 -- Fire Dept Training Officer Position \(Change Position\).pdf \(0.26 MB\)](#)

7. City Council Resolution No. 2025-076 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 011-2025 for HVAC repair and maintenance awarding said Bid to Sherman Mechanical Contractors, LLC., a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

[RTC- HVAC.pdf \(0.20 MB\)](#)

[RES 2025-076 -- ITB-011-2025 \(Sherman Mechanical Contractors\) \(HVAC-Contract\).pdf \(4.03 MB\)](#)

8. City Council Resolution No. 2025-077 - A resolution of the City of Lake City, Florida, accepting the donation of a utility trailer manufactured by J&E Custom Utility Trailers, LLC (VIN -1J9BU1628S1471181) from the Citizens Police Academy Alumni Association, Inc., a 501(c)(3) Corporation, for use by the Lake City Police Department; making certain findings of fact in support of the City accepting said donation; recognizing the authority of the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for use by the Lake City Police Department; directing the Mayor to execute such documents as are necessary to transfer ownership of said utility trailer to the City of Lake City for the use by the Lake City Police Department; repealing all prior resolutions in conflict; and providing an effective date.

[Report to Council for 5-19-25 Donation of Utility Trailer.pdf \(0.27 MB\)](#)

[RES 2024-077 -- LCPD Utility Trailer.pdf \(0.13 MB\)](#)

9. City Council Resolution No. 2025-082 - A resolution of the City of Lake City, Florida, authorizing the submission of that certain application by the City to the State of Florida Department of Commerce seeking a grant for the allocation of Community Development Block Grant Funds for the repaving of a segment of NE Martin Luther King, Jr. Street in the City of Lake City; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

[RES 2025-082 -- CDBG Application \(003\).pdf \(0.87 MB\)](#)

## Presentations

10. Discussion and Possible Action - Michael Cavendish, Cavendish Partners - Second

27

bind the City to said consent to assignment; repealing all prior resolutions in conflict; and providing an effective date.

6. **City Council Resolution No. 2025-074-** A resolution of the City of Lake City, Florida, approving that certain job position and description for Fire Fighter Training Officer; making certain findings of fact in support of the City approving said position and description; directing the City Manager to update the City's Position Descriptions Manual with said revised position and description; repealing all prior resolutions in conflict; and providing an effective date.
7. **City Council Resolution No. 2025-076 -** A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 011-2025 for HVAC repair and maintenance awarding said Bid to Sherman Mechanical Contractors, LLC., a Florida Limited Liability Company; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
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9. **City Council Resolution No. 2025-082 -** A resolution of the City of Lake City, Florida, authorizing the submission of that certain application by the City to the State of Florida Department of Commerce seeking a grant for the allocation of Community Development Block Grant Funds for the repaving of a segment of NE Martin Luther King, Jr. Street in the City of Lake City; making certain findings of fact in support of the City amending said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**Mr. Carter made a motion to approve the consent agenda as presented. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

<b>Mr. Carter</b>	<b>Aye</b>
<b>Ms. Harris</b>	<b>Aye</b>
<b>Ms. Young</b>	<b>Aye</b>
<b>Mr. Jernigan</b>	<b>Aye</b>
<b>Mayor Walker</b>	<b>Aye</b>

## **RESOLUTION NO 2026-031**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN UPDATE TO JOB POSITION AND DESCRIPTION FOR FIREFIGHTER TRAINING OFFICER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID POSITION AND DESCRIPTION; DIRECTING THE CITY MANAGER TO UPDATE THE CITY'S POSITION DESCRIPTIONS MANUAL WITH SAID REVISED POSITION AND DESCRIPTION; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City ("City") presently has an approved Position Description Manual (the "Manual") describing all authorized job positions for the City; and

**WHEREAS**, the City has need of an update to the pay grade in the description for the position entitled "Firefighter Training Officer" (the "Revised Position"); and

**WHEREAS**, the City desires to update the Revised Position and include the Revised Position in the Manual; and

**WHEREAS**, approving the Revised Position and including the description for the Revised Position in the Manual is in the public interest and in the interests of the City; now therefore

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

1. Approving the Revised Position and including the Revised Position in the Manual is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Revised Position in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The City Manager is directed to take such actions as are necessary to include the Revised Position in the Manual; and
4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

# City of Lake City, FL

## Classification Description

Classification Title: FIREFIGHTER TRAINING OFFICER  
Department: FIRE  
Permanent Part-Time

Pay Grade: ~~14~~Open  
FLSA Status: Non-Exempt  
\$60,000.00 Annual

### General Description

This position would coordinate and direct training exercises for all personnel of the Fire Department in accordance with State and departmental requirements and be under the supervision of the Fire Chief and Assistant Fire Chief. The person will create and maintain a training file for each member of the Lake City Fire Department.

### Nature of Work

#### Essential Functions:

Organizes and plans the yearly live fire training that is required for all personnel according to State and ISO requirements.

Plans and assigns the yearly online training courses and assigns them monthly as they are required for all personnel to complete.

Creates monthly hands-on training activities for all department personnel to take part periodically while they are on their assigned shift. Leads and or teaches these hands-on topics.

Creates and teaches fire related state certified courses to personnel as opportunities and need arises.

Creates, maintains, and supervises training records for each individual person who works for Lake City Fire Department.

In times of needed manpower can work as a firefighter on the apparatus and thus must also be able to work under the Firefighter/EMT job description and met those requirements as well.

Complete other tasks assigned by the Fire Chief or the Assistant Fire Chief.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

**Equipment:** Uses small office equipment, including copy machines or telephone systems. Use or repairs small/light equipment and or use or repairs heavy complex machinery such as fire apparatus and various fire department related tools.

**Critical Skills/ Expertise:** All employees must possess knowledge of general written standards and procedures utilized and can read, interpret, and follow procedural and policy manual related to the job task. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies. Be appropriately groomed and attired to present a professional image in accordance with the organization's mission, goals, and policies. Report for work promptly and properly prepared at the time and place required by the assignment or orders. Notify the appropriate supervisor of intended absences in accordance with the stated rules. Conform with standards and rules regarding use of accrued time. Demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public. Operate and care for the equipment to manufacturers specifications and or within the specified parameters and in accordance with policies. Demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues.

- Knowledge of training records and the proper management of such records.
- Knowledge of departmental and state rules and regulations concerning training for State of Florida firefighters.
- Ability to organize files and records.
- Ability to lead and physically complete required training courses and exercises.
- Skill in the uses of and maintaining firefighter equipment.
- Knowledge and experience in teaching training topics and courses.
- Knowledge of firefighting techniques and departmental and state policies, procedures, and practices.
- Ability to understand and follow oral and written instructions.
- Knowledge and ability to use a computer and electronic filing systems.

**Minimum Qualifications:**

High School graduate or possess an acceptable equivalent diploma. Must possess Florida Certification as a Firefighter and at minimum a valid State of Florida Emergency Medical Technician license. Possess a valid CPR certification. You must possess a valid Florida driver's license. Must possess a minimum of Florida Fire Standards Instructor 1 certification and a Florida Fire Standards valid and active Live Fire Instructor certification.

**SELECTION GUIDELINES:** Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and the requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# City of Lake City, FL

## Classification Description

**Classification Title: FIREFIGHTER TRAINING  
OFFICER Department: FIRE  
Permanent Part-Time**

**Pay Grade: Open  
FLSA Status: Non-Exempt  
\$60,000.00 Annual**

### General Description

This position would coordinate and direct training exercises for all personnel of the Fire Department in accordance with State and departmental requirements and be under the supervision of the Fire Chief and Assistant Fire Chief. The person will create and maintain a training file for each member of the Lake City Fire Department.

### Nature of Work

#### Essential Functions:

Organizes and plans the yearly live fire training that is required for all personnel according to State and ISO requirements.

Plans and assigns the yearly online training courses and assigns them monthly as they are required for all personnel to complete.

Creates monthly hands-on training activities for all department personnel to take part periodically while they are on their assigned shift. Leads and or teaches these hands-on topics.

Creates and teaches fire related state certified courses to personnel as opportunities and need arises.

Creates, maintains, and supervises training records for each individual person who works for Lake City Fire Department.

In times of needed manpower can work as a firefighter on the apparatus and thus must also be able to work under the Firefighter/EMT job description and met those requirements as well.

Complete other tasks assigned by the Fire Chief or the Assistant Fire Chief.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform all duties as assigned.)

#### **KNOWLEDGE, SKILLS, AND ABILITIES**

**Equipment:** Uses small office equipment, including copy machines or telephone systems. Use or repairs small/light equipment and or use or repairs heavy complex machinery such as fire apparatus and various fire department related tools.

**Critical Skills/ Expertise:** All employees must possess knowledge of general written standards and procedures utilized and can read, interpret, and follow procedural and policy manual related to the job task. The abilities expected of all employees include being able to respond to supervision, guidance and direction of superiors in a positive, receptive manner and in accordance with stated policies. Be appropriately groomed and attired to present a professional image in accordance with the organization's mission, goals, and policies. Report for work promptly and properly prepared at the time and place required by the assignment or orders. Notify the appropriate supervisor of intended absences in accordance with the stated rules. Conform with standards and rules regarding use of accrued time. Demonstrate a polite, helpful, courteous, and professional image when engaged in any activity with the public. Operate and care for the equipment to manufacturers specifications and or within the specified parameters and in accordance with policies. Demonstrate an understanding, consideration, and respect of cultural, religious, and gender differences when interacting with the public and colleagues.

- Knowledge of training records and the proper management of such records.
- Knowledge of departmental and state rules and regulations concerning training for State of Florida firefighters.
- Ability to organize files and records.
- Ability to lead and physically complete required training courses and exercises.
- Skill in the uses of and maintaining firefighter equipment.
- Knowledge and experience in teaching training topics and courses.
- Knowledge of firefighting techniques and departmental and state policies, procedures, and practices.
- Ability to understand and follow oral and written instructions.
- Knowledge and ability to use a computer and electronic filing systems.

**Minimum Qualifications:**

High School graduate or possess an acceptable equivalent diploma. Must possess Florida Certification as a Firefighter and at minimum a valid State of Florida Emergency Medical Technician license. Possess a valid CPR certification. You must possess a valid Florida driver's license. Must possess a minimum of Florida Fire Standards Instructor 1 certification and a Florida Fire Standards valid and active Live Fire Instructor certification.

**SELECTION GUIDELINES:** Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The job description does not constitute an employment agreement with the employer, and the requirements of the job may change. By signing below, I am indicating I have read and concur with the above description of my job.

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**File Attachments for Item:**

4. City Council Resolution No. 2026-034 - A resolution of the City of Lake City, Florida, approving Change Order Two (2) to that certain Task Assignment Ten (10) between the City and Jones Edmunds and Associates, Inc., a Florida Corporation, said Change Order increasing the contract price to \$118,500.00 to account for additional design, bidding, and contractor selection services for the State Road 47 Casey Jones RV Park Collection System Project; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Change Order #2 for Task Assignment #10.

**DEPT / OFFICE:** Distribution & Collections

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Brian Scott/Steve Brown	<b>Date</b> 2/12/2026
<b>Recommended Action:</b> Approve Jones Edmunds change order for additional design and bidding services for the SR 47 Casey Jones RV Park. (Not to exceed \$ 118,500.00)		
<b>Summary Explanation &amp; Background:</b>  Task Assignment #10 change order #1 was priorly approved for \$95,200.00, this will be a change order to that task assignment for \$23,300.00 in additional cost. Bringing the total cost not to exceed \$118,500.00. The additional scope of services will be for additional design of the collection system and bidding and contractor selection.		
<b>Alternatives:</b>  Not award contract		
<b>Source of Funds:</b>  Florida Department of Enviornmental Protection Grant Funded (Agreement #: WG057)		
<b>Financial Impact:</b>  \$118,500.00		
<b>Exhibits Attached:</b> Jones Edmunds TA#10 Change Order #2		

## RESOLUTION NO 2026 - 034

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING CHANGE ORDER TWO (2) TO THAT CERTAIN TASK ASSIGNMENT TEN (10) BETWEEN THE CITY AND JONES EDMUNDS AND ASSOCIATES, INC., A FLORIDA CORPORATION, SAID CHANGE ORDER INCREASING THE CONTRACT PRICE TO \$118,500 TO ACCOUNT FOR ADDITIONAL DESIGN, BIDDING, AND CONTRACTOR SELECTION SERVICES FOR THE STATE ROAD 47 CASEY JONES RV PARK COLLECTION SYSTEM PROJECT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID CHANGE ORDER; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to City Council Resolution No. 2019-024 the City of Lake City, Florida (“the “City”) and Jones Edmunds and Associates, Inc., a Florida corporation, (the “Vendor”) entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

**WHEREAS**, pursuant to City Council Resolution No. 2022-104 the Vendor entered into that certain Task Assignment Ten (10) for a wastewater improvements project (the “Task Assignment”); and

**WHEREAS**, pursuant to City Council Resolution No. 2024-007 the Vendor entered into that certain Change Order One (1) to Task Assignment Ten (10) (the “First Change Order”) increasing the contract price to \$95,200; and

**WHEREAS**, the Vendor has submitted a request for a contract price adjustment to account for an increase to the scope of services for additional design of the collection system, and bidding and contractor selection services (the “Second Change Order”); and

**WHEREAS**, the Second Change Order increases the contract price by \$23,300, for a total revised contract price not exceeding \$118,500; and

**WHEREAS**, approving said Second Change Order to the Task Assignment in the form of the agreement attached as an Exhibit hereto is in the public interest and in the interests of the City; now therefore

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

1. Approving the Second Change Order is in the public or community interest and for public welfare; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

December 17, 2025

Steven Brown  
Executive Director of Utilities, City of Lake City  
692 SW St. Margarets Street  
Lake City, Florida 32025

RE: City of Lake City  
SR 47 RV Park Extension – Change Order for Additional Design, Add Bidding Services  
Jones Edmunds Project No. 08504-040-01

## **PROJECT BACKGROUND**

This project proposes to abandon 18 existing septic tanks at the Casey Jones RV Park, install a combined low-pressure/gravity collection system, and connect to the City’s SR 47/I-75 Wastewater Improvements Project (which was completed in July 2023).

## **SCOPE OF SERVICES**

This Scope of Services is to prepare design, permitting, and construction documents for the low-pressure/gravity collection system to serve the Casey Jones RV Park. This project includes septic tank abandonment, new service laterals, grinder lift stations, and small-diameter force mains to connect to the City’s domestic wastewater collection and transmission system on SW Arrowhead Terrace. This scope of services includes the following tasks: Surveying, Design, and Permitting described as follows. Any changes to the original scope of services are in **red**.

### **TASK 1 – PROJECT KICKOFF MEETING AND PROJECT MANAGEMENT**

**No change.**

### **TASK 2 – PROFESSIONAL LAND SURVEYING**

**No change.**

### **TASK 3 – COLLECTION SYSTEM DESIGN**

Task 3 updates include the three re-designs of the grinder pump detail and specifications to address changes identified during the first bid-phase and requests from the City based on their pump preferences. These re-designs included additional vendor coordination with

each iteration. Updates also included modifications to pipe sizes and some of the pipe layout to accommodate changes to the pump parameters. New bid documents were issued along with an updated EOPCC.

#### **TASK 4 – PERMITTING ASSISTANCE**

**No change.**

#### **TASK 5 – BIDDING AND CONTRACTOR SELECTION (NEW TASK)**

The Bidding and Contractor Selection task includes the following support services:

- Attend a pre-bid meeting.
- Answer questions received from bidders regarding the Design Drawings and Technical Specifications.
- Draft up to two addenda.
- Attend the bid opening.
- Review bids.
- Check general conformance with the public solicitation requirements.
- Provide Engineer’s bid evaluation letter.
- Issue conformed Contract Documents.
- 

This project included two bid phases – one initial bid, which was canceled due to grinder pump design changes, and a re-bid. Jones Edmunds attended two pre-bid meetings and drafted addenda during both bid cycles. One set of bids was reviewed and one bid evaluation letter was provided.

#### **DESIGN TEAM DELIVERABLES**

An Engineer’s evaluation of qualified bidders, conformed documents, and meeting minutes for distribution to City staff as documentation of the proceedings will be provided.

## SCHEDULE

No change.

## PROPOSAL CLARIFICATIONS

No change.

## COMPENSATION

We propose to perform the additional Scope of Services as described for a lump-sum fee of \$23,300.

Item	Initial Project Cost	Change Order	Total Project Cost
Task 1 – Kickoff Meeting, Project Management	\$5,600	-	\$5,600
Task 2 – Professional Land Surveying Services	\$19,600	-	\$19,600
Task 3 – Collection System Design	\$65,300	\$15,800	\$81,100
Task 4 – Permitting Assistance	\$4,700	-	\$4,700
Task 5 – Bidding and Contractor Selection		\$7,500	\$7,500
<b>Total Fee (All Tasks)</b>	<b>\$95,200</b>	<b>\$23,300</b>	<b>\$118,500</b>

We look forward to continuing to assist the City on your utility work and are available to answer any questions you may have regarding this Scope of Services.

Sincerely,



Jamie S. Bell, PE

Department Manager

Y:\WORKSPACE\08504 Lake City\Opportunities\2022\_Proposals\95110-205-22 SR 47 S2S RV Park Extension\SR 47 S2S RV Park Extension\_ChangeOrder\_AddtlDesign-Bidding\_jsb.doc

**File Attachments for Item:**

5. City Council Ordinance No. 2026-2357 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-02, submitted by Lake City 47, LLC, a Florida Limited Liability Company, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact, into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of SR47 and I75)

# ORDINANCE 2026-2357

---

ANX 26-02

# Introduction

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

# Location



# Cornerstone Planning Area Adoption

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

## Staff Recommendation

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

# QUESTIONS

**ORDINANCE NO. 2026-2357**  
**CITY OF LAKE CITY, FLORIDA**

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO**  
2           **PETITION NO. ANX 26-02, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA**  
3           **LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY ANNEXATION;**  
4           **ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY,**  
5           **FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES**  
6           **OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF**  
7           **FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL**  
8           **ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

23          **BE IT ENACTED** by the People of the City of Lake City, Florida, as follows:

- 24          1. Pursuant to a petition, ANX 26-02, by Lake City 47, LLC, a Florida limited liability company,  
25          the owner of Real Property, said Real Property being depicted on Schedule A: Location Map,  
26          attached hereto and incorporated as part of this Ordinance, and is reasonably compact, has  
27          petitioned the City to have said Real Property annexed into the City.

28                   (ORB 1370, PG. 513)

29                   PARCEL ONE

30 The Southeast 1/4 of the Northwest 1/4, all as lies South and West interstate  
31 Highway 75, LESS AND EXCEPT the North 20.5 feet thereof.

32 AND

33 BEGIN at the Northeast corner of the Southwest 1/4 of the Northwest 1/4, Section  
34 30, Township 4 South, Range 17 East, and run thence South 00°53' East, along the  
35 East line of said Southwest 1/4 of the Northwest 1/4, 1323.71 feet to the  
36 Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence run North  
37 89°09' West, along the South line of said Southwest 1/4 of Northwest 1/4, 148.0  
38 feet; thence run North 04°55' East, 1326.47 feet to the North line of said  
39 Southwest 1/4 of the Northwest 1/4; thence run South 89°07' East, 13.98 feet to  
40 the POINT OF BEGINNING. LESS the North 20.5 feet thereof.

41 AND

42 An easement 14.0 feet in width and lying 7.0 feet on each side of the following  
43 described centerline: COMMENCE at the point of intersection of the East right-of-  
44 way of State Road No. 47 and the South line of the Southwest 1/4 of the Northwest  
45 1/4, Section 30, Township 4 South, Range 17 East and run thence North 26°16'  
46 East, along said right-of-way line, 191.54 feet for a POINT OF BEGINNING; thence  
47 run South 89°09' East, parallel to said South line of the Southwest 1/4 of the  
48 Northwest 1/4, 810.0 feet, more or less.

49 AND

50 The North 20.5 feet of that part of the South 1/2 of the Northwest 1/4 lying East  
51 of the right-of-way of State Road No. 47 and West of the right-of-way of I-75. LESS  
52 a strip of land 41.0 feet in width and lying 20.5 feet on each side of the following  
53 described centerline: BEGIN at the Northwest corner of the Southeast 1/4 of the  
54 Northwest 1/4, Section 30, Township 4 South, Range 17 East and run thence South  
55 89°17' East, along the North line of said Southeast 1/4 of the Northwest 1/4,  
56 157.83 feet to the West right-of-way line of Interstate Highway No. 75.

57 All lying and being in Section 30, Township 4 South, Range 17 East, Columbia  
58 County, Florida.

59 PARCEL TWO

60 COMMENCE at the Northwest corner of the Southeast 1/4 of the Northwest 1/4  
61 and run North 00°33' East, 182.62 feet; thence run South 40°09' East to the South  
62 line of the Northeast 1/4 of Northwest 1/4; thence run North 89°17' West, along  
63 said South line of the Northeast 1/4 of Northwest 1/4, 157.83 feet to the POINT  
64 OF BEGINNING.

65           AND  
66           COMMENCE at the Southeast corner of the Southwest 1/4 of the Northwest 1/4  
67           of Section 30, Township 4 South, Range 17 East, Columbia County, Florida and run  
68           North 89°16'25" West, along the South line of said Southwest 1/4 of Northwest  
69           1/4, 147.77 feet to the POINT OF BEGINNING; thence continue North 89°16'25"  
70           West, 727.97 feet to the East right-of-way line of State Road No. 47; thence North  
71           26°16' East, along said East right-of-way line, 1234.36 feet; thence South 89°16'  
72           East, 200.00 feet; thence North 26°16' East, 200.00 feet; thence South 89°16' East,  
73           18.57 feet; thence South 05°32'30" West, 1298.75 feet to the POINT OF  
74           BEGINNING. All lying and being in Section 30, Township 4 South, Range 17 East,  
75           Columbia County, Florida.

76           LESS AND EXCEPT additional right-of-way for State Road No. 47.

77           LESS AND EXCEPT (ORB 1516, PG. 2417)

78           A parcel of land in Section 30, Township 4 South, Range 17 East, Columbia County,  
79           Florida, described as follows:

80           COMMENCE at the North end of the proposed right-of-way line for Parcel 103 per  
81           Florida Department of Transportation Right-of-Way map Section 29020-2501,  
82           State Road No. 47, Station 300+46.935, and run South 25°20'36" West, along the  
83           East right-of-way line of State Road No. 47, a distance of 71.99 feet to the POINT  
84           OF BEGINNING; thence South 64°39'24" East, a distance of 5.00 feet; thence South  
85           25°20'36" West, along a line parallel to the East right-of-way line of State Road No.  
86           47, a distance of 304.57 feet; thence North 64°39'24" West, a distance of 5.00 feet  
87           to a point on the East right-of-way line of State Road No. 47; thence North  
88           25°20'36" East, along said East right-of-way line of State Road No. 47, a distance  
89           of 304.57 feet to the POINT OF BEGINNING. Containing 0.03 acres (1523 square  
90           feet), more or less.

91           AND ALSO (ORB 1462, PG. 993) COMMENCE at the Northeast corner of the  
92           Southwest 1/4 of the Northwest 1/4 of Section 30, Township 4 South, Range 17  
93           East, and run thence South 89°48'22" West along the North line of said Southwest  
94           1/4 of Northwest 1/4 13.70 feet; thence South 4°36'22" West 20.57 feet to the  
95           South line of an easement; thence South 89°48'22" West along said South line of  
96           easement 18.20 feet for a POINT OF BEGINNING; thence South 25°20'22" West  
97           parallel to State Road No. 47, 200.00 feet; thence South 89°48'22" West parallel  
98           to said South line of easement 200.00 feet to the East line of State Road No. 47;  
99           thence North 25°20'22" East along said East line of State Road No. 47, 200.00 feet  
100           to said South line of easement; thence North 89°48'22" East along said South line

101 of easement 200.00 feet to the POINT OF BEGINNING. LESS AND EXCEPT  
102 approximately 11 feet off the West side thereof for right-of-way. Lying and being  
103 in Columbia County, Florida.

104 LESS AND EXCEPT (ORB 1475, PG 147) COMMENCE at the Southwest corner of  
105 the Northeast 1/4 of the Northwest 1/4, Section 30, Township 4 South, Range 17  
106 East, Columbia County, Florida and run thence North 00°23'36" W, along the West  
107 line of said Northeast 1/4 of Northwest 1/4, 20.50 feet to the POINT OF  
108 BEGINNING; thence continue North 00°23'36" West, still along said West line,  
109 162.14 feet to the Southwesterly right of way line of State Road No. 93 (Interstate  
110 Highway No. 75); thence South 41°09'12" East, along said Southwesterly right of  
111 way, 77.31 feet; thence South 25°35'04" West, 115.23 feet to the POINT OF  
112 BEGINNING. Containing 0.09 acres, more or less.

113 AND ALSO (ORB 1395, 533) The South 20.5 feet of the Northeast 1/4 of Northwest  
114 1/4 lying West of Interstate 75 and the North 20.5 feet of the Southeast 1/4 of  
115 Northwest 1/4 lying West of Interstate 75, all being in Section 30, Township 4  
116 South, Range 17 East, Columbia County, Florida.

117 LESS AND EXCEPT Parcels 102A and 102B per Florida Department of  
118 Transportation Right-of-Way maps for State Road No. 47, Section 29020-2501,  
119 being more particularly described as follows:

120 PARCEL 102A

121 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
122 17 East, Columbia County, Florida, being more particularly described as follows:

123 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
124 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
125 line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the  
126 Easterly existing right of way line of State Road No. 47 for a POINT OF BEGINNING;  
127 thence departing said South line, North 25°20'36" East, along said Easterly existing  
128 right of way line, a distance of 378.261 meters (1,241.01 feet); thence departing  
129 said Easterly existing right of way line, North 89°52'18" East, a distance of 3.981  
130 meters (13.06 feet); thence South 25°20'36" West, a distance of 206.369 meters  
131 (677.06 feet); thence run North 89°56'47" East, a distance of 1.291 meters (4.24  
132 feet); thence South 25°20'36" West, a distance of 171.897 meters (563.97 feet) to  
133 said South line of the Northwest quarter; thence South 89°56'48" West, along said  
134 South line, a distance of 5.269 meters (17.29 feet) to the POINT OF BEGINNING.  
135 Containing 1559.9 square meters (16,791 square feet), more or less.

136 PARCEL 102B

137 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
138 17 East, Columbia County, Florida, being more particularly described as follows:

139 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
140 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
141 line of said Northwest quarter, a distance of 178.767 meters (586.51 feet) to the  
142 POINT OF BEGINNING; thence continue North 89°56'48" East, along said South  
143 line, a distance of 217.163 meters (712.48 feet); thence departing said South line,  
144 North 04°38'14" East, a distance of 155.808 (511.18); thence run South 89°56'47"  
145 West, a distance of 156.180 meters (512.40 feet); thence run South 25°20'36"  
146 West, a distance of 171.897 meters (563.97 feet) to the POINT OF BEGINNING.  
147 Containing 2.8987 hectares (7.163 acres), more or less.

148 PARCEL 103

149 A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range  
150 17 East, Columbia County, Florida, being more particularly described as follows:

151 COMMENCE at the Southwest corner of the Northwest quarter of Section 30,  
152 Township 4 South, Range 17 East; thence North 89°56'48" East, along the South  
153 line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the  
154 Easterly existing right of way line of State Road No. 47; thence departing said  
155 South line, North 25°20'36" East, along said Easterly existing right of way line, a  
156 distance of 378.261 meters (1,241.01 feet) for a POINT OF BEGINNING; thence  
157 continue North 25°20'36" East, along said Easterly existing right of way line, a  
158 distance of 60.960 meters (200.00 feet); thence departing said Easterly existing  
159 right of way line, North 89°52'18" East, a distance of 3.981 meters (13.06 feet);  
160 thence South 25°20'36" West, a distance of 60.960 meters (200.00 feet); thence  
161 South 89°52'18" West, a distance of 3.981 meters (13.06 feet) to the POINT OF  
162 BEGINNING. Containing 219.1 square meters (2,358 square feet), more or less.

163 ALTOGETHER Containing 27.19 acres, more or less.

- 164 2. The City Council finds the petition bears the signatures of all owners of said Real Property in  
165 the area proposed to be annexed.
- 166 3. The City Council finds said Real Property meets the criteria established by Chapter 171,  
167 Florida Statutes, as amended, and said ISBA between the County, and the City, and should  
168 be annexed to the boundaries of the City.
- 169 4. Said Real Property is hereby annexed to the boundaries of the City, and in every way is a part  
170 of the City.

- 
- 171 5. The boundaries of the City are hereby redefined to include said Real Property.
- 172 6. Annexation. Said Real Property shall continue to be classified as follows: HIGHWAY  
173 INTERCHANGE under the land use classifications as designated on the Future Land Use Plan  
174 Map of the Columbia County Comprehensive Plan and classified as COMMERCIAL, INTENSIVE  
175 (CI) under the zoning districts as designated on the Official Zoning Atlas of the Columbia  
176 County Land Development Regulations until otherwise changed or amended by appropriate  
177 ordinance of the City.
- 178 7. Effective January 1, 2027, all real property lying within the boundaries of the City, as hereby  
179 redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject  
180 to all general and special assessments.
- 181 8. All persons who have been lawfully engaged in any occupation, business, trade or profession,  
182 within the area, described in Section 1 above, upon the effective date of this Ordinance  
183 under a valid license or permit issued by the County and all other necessary state or federal  
184 regulatory agencies, may continue such occupation, business, trade or profession within the  
185 entire boundaries of the City, as herein defined, upon securing a valid occupational license  
186 from the City, which shall be issued upon payment of the appropriate fee, without the  
187 necessity of taking or passing any additional examination or test which otherwise is required  
188 relating to the qualification of such occupations, businesses, trades or professions.
- 189 9. The City Clerk is hereby directed to file, within seven (7) days following the effective date of  
190 this ordinance, a certified copy of this ordinance with the following:
- 191 a) Florida Department of State, Tallahassee, Florida;
- 192 b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- 193 c) Clerk of the Circuit Court of Columbia County, Florida;
- 194 d) Chief Administrative Officer of Columbia County, Florida;
- 195 e) Property Appraiser of Columbia County, Florida;
- 196 f) Tax Collector of Columbia County, Florida; and
- 197 g) All public utilities authorized to conduct business within the city.
- 198 10. Severability. It is the declared intent of the City Council that if any section, sentence, clause,  
199 phrase, or provision of this Ordinance is for any reason held or declared to be  
200 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such  
201 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
202 Ordinance and the remainder of this Ordinance, after the exclusion of such part or parts,

203 shall be deemed to be valid.

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

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

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

**PUBLICLY NOTICED**, in a newspaper of general circulation in the city, by the City Clerk of the City on the 5th of March 2026 and 12th of March 2026.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

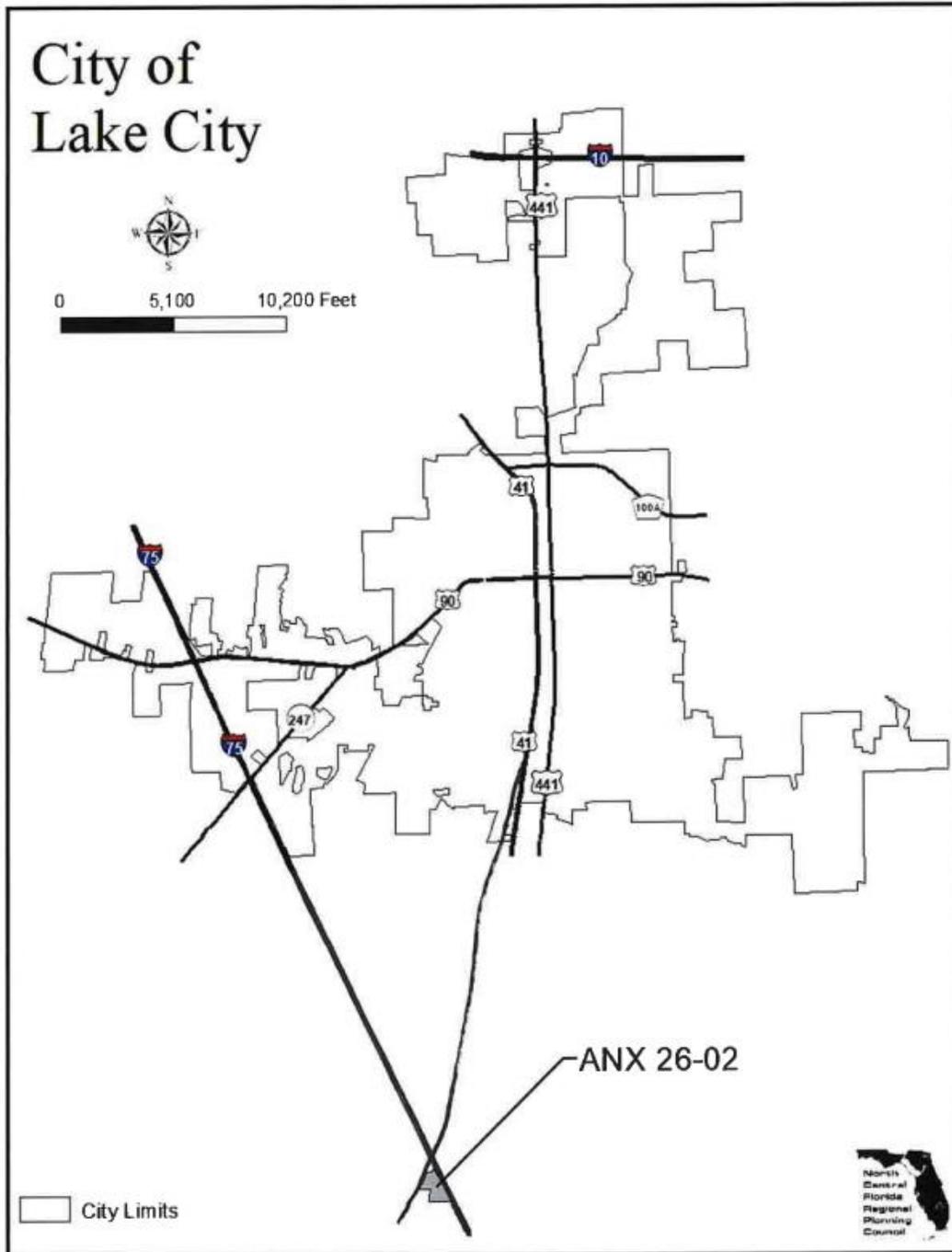
ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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

APPROVED AS TO FORM AND LEGALITY:

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

### Schedule A: Location Map

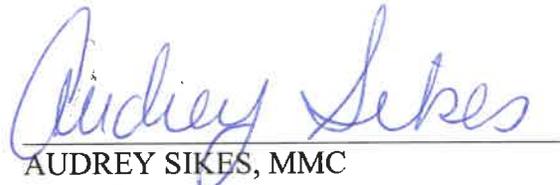


**Record of Vote on First Reading**

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

**Certification**

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

  
\_\_\_\_\_  
AUDREY SIKES, MMC  
City Clerk

# **Business Impact Estimate**

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

Proposed ordinance's title/reference: **ORDINANCE 2026-2357**  
**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-02, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

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

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

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

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

1. Summary of the proposed ordinance: **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 26-02, SUBMITTED BY LAKE CITY 47, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RELATING TO VOLUNTARY ANNEXATION; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:  
(a) An estimate of direct compliance costs that businesses may reasonably incur;  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
**No estimated direct impact of the proposed ordinance on private, for profit businesses in the City.**

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

4. Additional information the governing body deems useful (if any):  
**The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses).**

**File Attachments for Item:**

6. City Council Ordinance No. 2026-2353 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-01S, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Highway Interchange to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR 47)

# COMP PLAN AMENDMENT

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ORDINANCE 2026-2353 for CPA 26-01S

# Introduction

- Parcel 08891-000 has a current Future Land Use designation of Highway Interchange County. Parcel 08881-000 has a Future Land Use designation of Commercial County;
- Petition CPA 26-01S is a request to change the Future Land Use on parcel 08891-000 from Highway Interchange County to Commercial City and change the Future Land Use on parcel 08881-000 from Commercial County to Commercial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Highway Interchange County
  - East- Commercial County
  - South- Environmentally Sensitive
  - West- Highway Interchange County and Commercial County

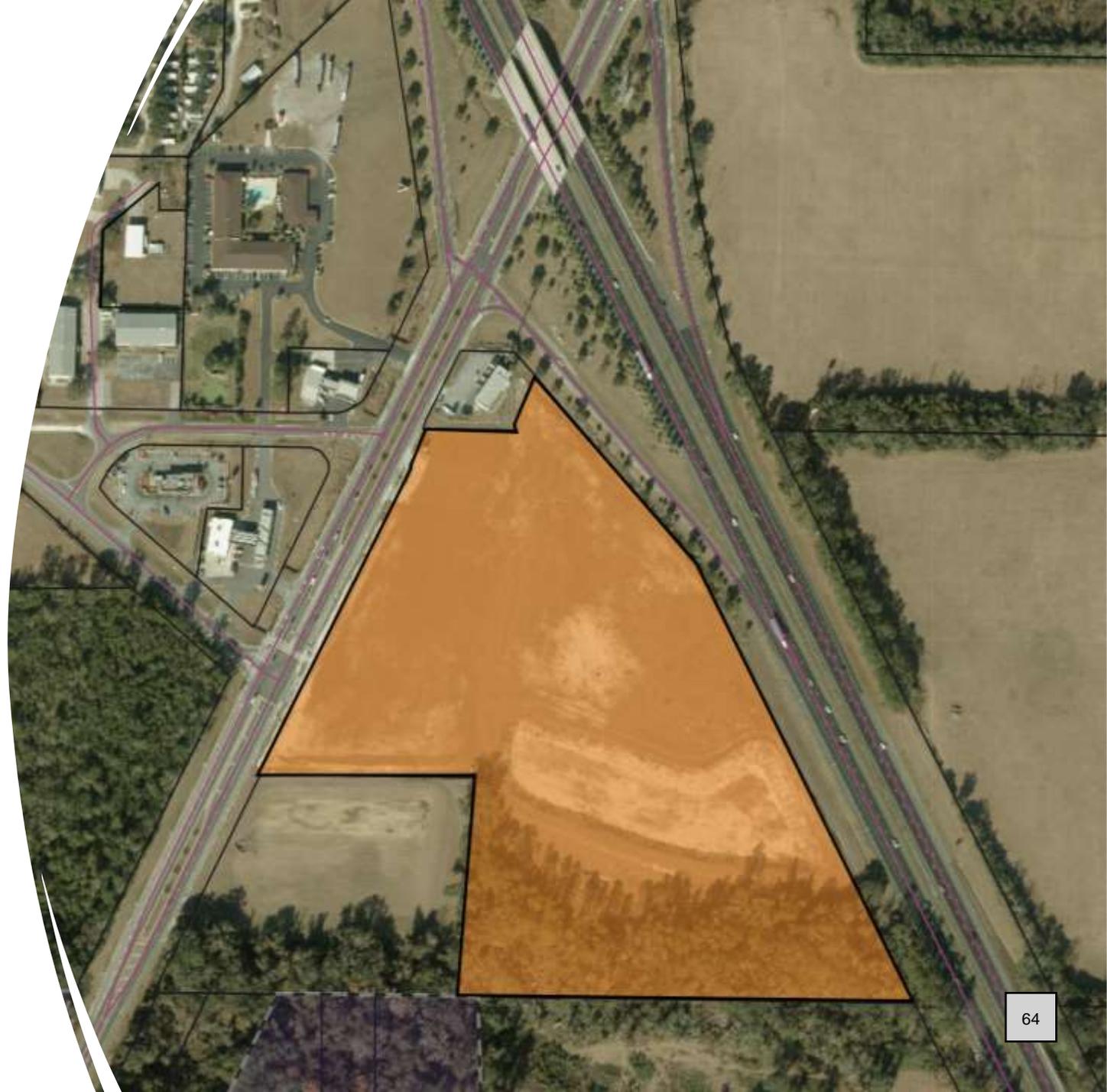
# Location of Parcel 08891-000

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# Location of Parcel 08881-000

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# Cornerstone Planning Area Adoption

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

# Staff Review

## **Suwannee River Water Management-**

There is an existing environmental resource permit (ERP-023-234495-2) that expires September 21, 2028. Parcel 08891-000 does not appear to be part of this project. Any deviations from the permitted plans will require a permit modification. Failure to construct the project by September 21, 2028, will require a new ERP.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2353.

# QUESTIONS

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## ORDINANCE NO. 2026-2353

### CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE  
2 FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE  
3 PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES  
4 OF LAND, PURSUANT TO AN APPLICATION, CPA 26-01S, BY JUSTIN TABOR,  
5 SENIOR PLANNER, NORTH FLORIDA PROFESSIONAL SERVICES, INC., AS  
6 AGENT FOR LAKE CITY 47, LLC, A FLORIDA LIMITED LIABILITY COMPANY,  
7 AND PAM STEWART AND SCOTT D. STEWART, THE PROPERTY OWNERS OF  
8 SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN  
9 SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS  
10 AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE  
11 CLASSIFICATION FROM COUNTY HIGHWAY INTERCHANGE TO CITY  
12 COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE  
13 CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT  
14 THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN  
15 CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

22 **WHEREAS**, an application for an amendment, as described below, has been filed with the city;  
23 and

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

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

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

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

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

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

47 1. Pursuant to an application, CPA 26-01S, by Justin Tabor, Senior Planner, North Florida  
48 Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company,  
49 and Pam Stewart and Scott D. Stewart, to amend the Future Land Use Plan Map of the  
50 Comprehensive Plan by changing the land use classification of certain lands, the land use  
51 classification is hereby changed from COUNTY HIGHWAY INTERCHANGE to CITY  
52 COMMERCIAL on property described, as follows:

53 **(ORB 1370, PG. 513)**

54 **PARCEL ONE**

55 **The Southeast 1/4 of the Northwest 1/4, all as lies South and West interstate**  
56 **Highway 75, LESS AND EXCEPT the North 20.5 feet thereof.**

57 **AND**

58 **BEGIN at the Northeast corner of the Southwest 1/4 of the Northwest 1/4,**  
59 **Section 30, Township 4 South, Range 17 East, and run thence South 00°53' East,**  
60 **along the East line of said Southwest 1/4 of the Northwest 1/4, 1323.71 feet to**  
61 **the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence run**  
62 **North 89°09' West, along the South line of said Southwest 1/4 of Northwest**  
63 **1/4, 148.0 feet; thence run North 04°55' East, 1326.47 feet to the North line of**  
64 **said Southwest 1/4 of the Northwest 1/4; thence run South 89°07' East, 13.98**  
65 **feet to the POINT OF BEGINNING. LESS the North 20.5 feet thereof.**

66 **AND**

67 **An easement 14.0 feet in width and lying 7.0 feet on each side of the following**

68 described centerline: **COMMENCE** at the point of intersection of the East right-  
69 of-way of State Road No. 47 and the South line of the Southwest 1/4 of the  
70 Northwest 1/4, Section 30, Township 4 South, Range 17 East and run thence  
71 North 26°16' East, along said right-of-way line, 191.54 feet for a **POINT OF**  
72 **BEGINNING**; thence run South 89°09' East, parallel to said South line of the  
73 Southwest 1/4 of the Northwest 1/4, 810.0 feet, more or less.

74 **AND**

75 The North 20.5 feet of that part of the South 1/2 of the Northwest 1/4 lying East  
76 of the right-of-way of State Road No. 47 and West of the right-of-way of I-75.  
77 LESS a strip of land 41.0 feet in width and lying 20.5 feet on each side of the  
78 following described centerline: **BEGIN** at the Northwest corner of the  
79 Southeast 1/4 of the Northwest 1/4, Section 30, Township 4 South, Range 17  
80 East and run thence South 89°17' East, along the North line of said Southeast  
81 1/4 of the Northwest 1/4, 157.83 feet to the West right-of-way line of Interstate  
82 Highway No. 75.

83 All lying and being in Section 30, Township 4 South, Range 17 East, Columbia  
84 County, Florida.

85 **PARCEL TWO**

86 **COMMENCE** at the Northwest corner of the Southeast 1/4 of the Northwest 1/4  
87 and run North 00°33' East, 182.62 feet; thence run South 40°09' East to the  
88 South line of the Northeast 1/4 of Northwest 1/4; thence run North 89°17'  
89 West, along said South line of the Northeast 1/4 of Northwest 1/4, 157.83 feet  
90 to the **POINT OF BEGINNING**.

91 **AND**

92 **COMMENCE** at the Southeast corner of the Southwest 1/4 of the Northwest 1/4  
93 of Section 30, Township 4 South, Range 17 East, Columbia County, Florida and  
94 run North 89°16'25" West, along the South line of said Southwest 1/4 of  
95 Northwest 1/4, 147.77 feet to the **POINT OF BEGINNING**; thence continue North  
96 89°16'25" West, 727.97 feet to the East right-of-way line of State Road No. 47;  
97 thence North 26°16' East, along said East right-of-way line, 1234.36 feet; thence  
98 South 89°16' East, 200.00 feet; thence North 26°16' East, 200.00 feet; thence  
99 South 89°16' East, 18.57 feet; thence South 05°32'30" West, 1298.75 feet to the  
100 **POINT OF BEGINNING**. All lying and being in Section 30, Township 4 South,  
101 Range 17 East, Columbia County, Florida.

102 **LESS AND EXCEPT** additional right-of-way for State Road No. 47.

103 **LESS AND EXCEPT** (ORB 1516, PG. 2417)

104           **A parcel of land in Section 30, Township 4 South, Range 17 East, Columbia**  
105           **County, Florida, described as follows:**

106           **COMMENCE at the North end of the proposed right-of-way line for Parcel 103**  
107           **per Florida Department of Transportation Right-of-Way map Section 29020-**  
108           **2501, State Road No. 47, Station 300+46.935, and run South 25°20'36" West,**  
109           **along the East right-of-way line of State Road No. 47, a distance of 71.99 feet**  
110           **to the POINT OF BEGINNING; thence South 64°39'24" East, a distance of 5.00**  
111           **feet; thence South 25°20'36" West, along a line parallel to the East right-of-way**  
112           **line of State Road No. 47, a distance of 304.57 feet; thence North 64°39'24"**  
113           **West, a distance of 5.00 feet to a point on the East right-of-way line of State**  
114           **Road No. 47; thence North 25°20'36" East, along said East right-of-way line of**  
115           **State Road No. 47, a distance of 304.57 feet to the POINT OF BEGINNING.**  
116           **Containing 0.03 acres (1523 square feet), more or less.**

117           **AND ALSO (ORB 1462, PG. 993) COMMENCE at the Northeast corner of the**  
118           **Southwest 1/4 of the Northwest 1/4 of Section 30, Township 4 South, Range 17**  
119           **East, and run thence South 89°48'22" West along the North line of said**  
120           **Southwest 1/4 of Northwest 1/4 13.70 feet; thence South 4°36'22" West 20.57**  
121           **feet to the South line of an easement; thence South 89°48'22" West along said**  
122           **South line of easement 18.20 feet for a POINT OF BEGINNING; thence South**  
123           **25°20'22" West parallel to State Road No. 47, 200.00 feet; thence South**  
124           **89°48'22" West parallel to said South line of easement 200.00 feet to the East**  
125           **line of State Road No. 47; thence North 25°20'22" East along said East line of**  
126           **State Road No. 47, 200.00 feet to said South line of easement; thence North**  
127           **89°48'22" East along said South line of easement 200.00 feet to the POINT OF**  
128           **BEGINNING.**

129           **LESS AND EXCEPT approximately 11 feet off the West side thereof for right-of-**  
130           **way. Lying and being in Columbia County, Florida.**

131           **LESS AND EXCEPT (ORB 1475, PG 147)**

132           **COMMENCE at the Southwest corner of the Northeast 1/4 of the Northwest**  
133           **1/4, Section 30, Township 4 South, Range 17 East, Columbia County, Florida and**  
134           **run thence North 00°23'36" W, along the West line of said Northeast 1/4 of**  
135           **Northwest 1/4, 20.50 feet to the POINT OF BEGINNING; thence continue North**  
136           **00°23'36" West, still along said West line, 162.14 feet to the Southwesterly right**  
137           **of way line of State Road No. 93 (Interstate Highway No. 75); thence South**  
138           **41°09'12" East, along said Southwesterly right of way, 77.31 feet; thence South**  
139           **25°35'04" West, 115.23 feet to the POINT OF BEGINNING. Containing 0.09**  
140           **acres, more or less.**

141 **AND ALSO (ORB 1395, 533) The South 20.5 feet of the Northeast 1/4 of**  
142 **Northwest 1/4 lying West of Interstate 75 and the North 20.5 feet of the**  
143 **Southeast 1/4 of Northwest 1/4 lying West of Interstate 75, all being in Section**  
144 **30, Township 4 South, Range 17 East, Columbia County, Florida.**

145 **LESS AND EXCEPT Parcels 102A and 102B per Florida Department of**  
146 **Transportation Right-of-Way maps for State Road No. 47, Section 29020-2501,**  
147 **being more particularly described as follows:**

148 **PARCEL 102A**

149 **A parcel of land in the Northwest quarter of Section 30, Township 4 South,**  
150 **Range 17 East, Columbia County, Florida, being more particularly described as**  
151 **follows: COMMENCE at the Southwest corner of the Northwest quarter of**  
152 **Section 30, Township 4 South, Range 17 East; thence North 89°56'48" East,**  
153 **along the South line of said Northwest quarter, a distance of 173.498 meters**  
154 **(569.22 feet) to the Easterly existing right of way line of State Road No. 47 for**  
155 **a POINT OF BEGINNING; thence departing said South line, North 25°20'36" East,**  
156 **along said Easterly existing right of way line, a distance of 378.261 meters**  
157 **(1,241.01 feet); thence departing said Easterly existing right of way line, North**  
158 **89°52'18" East, a distance of 3.981 meters (13.06 feet); thence South 25°20'36"**  
159 **West, a distance of 206.369 meters (677.06 feet); thence run North 89°56'47"**  
160 **East, a distance of 1.291 meters (4.24 feet); thence South 25°20'36" West, a**  
161 **distance of 171.897 meters (563.97 feet) to said South line of the Northwest**  
162 **quarter; thence South 89°56'48" West, along said South line, a distance of 5.269**  
163 **meters (17.29 feet) to the POINT OF BEGINNING. Containing 1559.9 square**  
164 **meters (16,791 square feet), more or less.**

165 **PARCEL 102B**

166 **A parcel of land in the Northwest quarter of Section 30, Township 4 South,**  
167 **Range 17 East, Columbia County, Florida, being more particularly described as**  
168 **follows: COMMENCE at the Southwest corner of the Northwest quarter of**  
169 **Section 30, Township 4 South, Range 17 East; thence North 89°56'48" East,**  
170 **along the South line of said Northwest quarter, a distance of 178.767 meters**  
171 **(586.51 feet) to the POINT OF BEGINNING; thence continue North 89°56'48"**  
172 **East, along said South line, a distance of 217.163 meters (712.48 feet); thence**  
173 **departing said South line, North 04°38'14" East, a distance of 155.808 (511.18);**  
174 **thence run South 89°56'47" West, a distance of 156.180 meters (512.40 feet);**  
175 **thence run South 25°20'36" West, a distance of 171.897 meters (563.97 feet) to**  
176 **the POINT OF BEGINNING. Containing 2.8987 hectares (7.163 acres), more or**  
177 **less.**

178 **PARCEL 103**

179 **A parcel of land in the Northwest quarter of Section 30, Township 4 South,**  
180 **Range 17 East, Columbia County, Florida, being more particularly described as**  
181 **follows: COMMENCE at the Southwest corner of the Northwest quarter of**  
182 **Section 30, Township 4 South, Range 17 East; thence North 89°56'48" East,**  
183 **along the South line of said Northwest quarter, a distance of 173.498 meters**  
184 **(569.22 feet) to the Easterly existing right of way line of State Road No. 47;**  
185 **thence departing said South line, North 25°20'36" East, along said Easterly**  
186 **existing right of way line, a distance of 378.261 meters (1,241.01 feet) for a**  
187 **POINT OF BEGINNING; thence continue North 25°20'36" East, along said**  
188 **Easterly existing right of way line, a distance of 60.960 meters (200.00 feet);**  
189 **thence departing said Easterly existing right of way line, North 89°52'18" East,**  
190 **a distance of 3.981 meters (13.06 feet); thence South 25°20'36" West, a**  
191 **distance of 60.960 meters (200.00 feet); thence South 89°52'18" West, a**  
192 **distance of 3.981 meters (13.06 feet) to the POINT OF BEGINNING. Containing**  
193 **219.1 square meters (2,358 square feet), more or less.**

194 **ALTOGETHER Containing 27.19 acres, more or less.**

195 **AND**

196 **A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia**  
197 **County, Florida. Being more particularly described as follows: Commence at**  
198 **the Southeast corner of the Northwest 1/4 of said Section 30; thence North**  
199 **00°22'20" West, along the East line of the Northwest 1/4 of the Northwest 1/4,**  
200 **a distance of 20.50 feet to a point on the Northerly right-of-way line of a county**  
201 **road for a Point of Beginning; thence South 89°48'22" West, along said**  
202 **Northerly right-of-way line of said county road, 207.41 feet to the Easterly right-**  
203 **of-way of State Road 47; thence North 33°46'40" East, along the Easterly right-**  
204 **of-way line of said State Road 47, a distance of 217.86 feet to the Southwesterly**  
205 **right-of-way line of Interstate 75 (State Road 93); thence South 88°24'42" East,**  
206 **along said Southwesterly right-of-way line of Interstate 75 (State Road 93), a**  
207 **distance of 71.43 feet; thence South 00°22'20" East, along the East line of said**  
208 **Northwest 1/4 of the Northwest1/4 of Section 30, a distance of 162.56 feet to**  
209 **the Point of Beginning.**

210 **AND**

211 **The North 1/2 of the following: a strip of land 41.00 feet in width lying 20.50**  
212 **feet North and 20.50 feet South of the following described survey line: Begin at**  
213 **the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 30,**  
214 **Township 4 South, Range 17 East, Columbia County, Florida; thence West, along**

215 **the South boundary of the said Northwest 1/4 of the Northwest 1/4 of said**  
216 **Section 30, a distance of 275.00 feet, to the centerline of State Road 47, less**  
217 **and except that part of the above-described property lying within the right-of-**  
218 **way of said State Road 47.**

219 **AND**

220 **Commence at the Southwest corner of the NW 1/4 of the Northwest 1/4,**  
221 **Section 30, Township 4 South, Range 17 East, Columbia County, Florida; thence**  
222 **North 00°23'36" West, along the West line of said NW 1/4 of the Northwest 1/4**  
223 **of Section 30, a distance of 20.50 feet to the Point of Beginning; thence continue**  
224 **North 00°23'36" West, sill along said West line, 162.14 feet to the**  
225 **Southwesterly right-of-way line of Interstate Highway 75 (State Road 93);**  
226 **thence South 41°09'12" East, along said Southwesterly right-of- way line, 77.31**  
227 **feet; thence South 25°35'04" West 115.23 feet to the Point of Beginning.**

228 **Containing 0.81 acre, more or less.**

229 **Total of all said lands containing 28.00 acres, more or less.**

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

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

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

239 The effective date of this plan amendment shall be thirty-one (31) days following the date of  
240 adoption of this plan amendment. However, if any affected person files a petition with the  
241 Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as  
242 amended, to request a hearing to challenge the compliance of this plan amendment with  
243 Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days  
244 following the date of adoption of this plan amendment, this plan amendment shall not  
245 become effective until the Florida Department of Commerce or the Florida Administration  
246 Commission, respectively, issues a final order determining this plan amendment is in  
247 compliance. No development orders, development permits or land uses dependent on this  
248 plan amendment may be issued or commence before it has become effective. If a final order  
249 of noncompliance is issued, this plan amendment may nevertheless be made effective by  
250 adoption of a resolution affirming its effective status, a copy of which resolution shall be sent

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251 to the Florida Department of Commerce, Division of Community Development, 107 East  
252 Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

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

256 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

257 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
258 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

7. City Council Ordinance No. 2026-2354 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of ten or more contiguous acres of land, pursuant to an application, Z 26-01L, by Justin Tabor, Senior Planner, North Florida Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company, and Pam Stewart and Scott D. Stewart, the property owners of said acreage; providing for rezoning from County Commercial, Intensive (CI) and County Commercial, Highway Interchange (CHI) to City Commercial, Highway Interchange (CHI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (SW quadrant of I75 and SR47)

# REZONING

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ORDINANCE 2026-2354 for Z 26-01L

# Introduction

- Parcel 08891-000 is currently zoned Commercial Highway Interchange County and Parcel 08881-000 is currently zoned Commercial Intensive County;
- Petition Z 26-01L is a request to change the Zoning on parcel 08891-000 from Commercial Highway Interchange County to Commercial Intensive City and change the Zoning on parcel 08881-000 from Commercial Intensive County to Commercial Intensive City;
- The parcel is surrounded by the following Zoning designations;
  - North- Commercial Highway Interchange County
  - East- Commercial Intensive County
  - South- Environmentally Sensitive Area 2
  - West- Commercial Highway Interchange County and Commercial Intensive County

# Location of Parcel 08881-000

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# Location of Parcel 08891-000

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# Staff Review

## **Suwannee River Water Management-**

There is an existing environmental resource permit (ERP-023-234495-2) that expires September 21, 2028. Parcel 08891-000 does not appear to be part of this project. Any deviations from the permitted plans will require a permit modification. Failure to construct the project by September 21, 2028, will require a new ERP.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2354.

# QUESTIONS

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## ORDINANCE NO. 2026-2354

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT**  
3           **REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF TEN OR**  
4           **MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z**  
5           **26-01L, BY JUSTIN TABOR, SENIOR PLANNER, NORTH FLORIDA**  
6           **PROFESSIONAL SERVICES, INC., AS AGENT FOR LAKE CITY 47, LLC, A**  
7           **FLORIDA LIMITED LIABILITY COMPANY, AND PAM STEWART AND SCOTT D.**  
8           **STEWART, THE PROPERTY OWNERS OF SAID ACREAGE; PROVIDING FOR**  
9           **REZONING FROM COUNTY COMMERCIAL, INTENSIVE (CI) AND COUNTY**  
10          **COMMERCIAL, HIGHWAY INTERCHANGE (CHI) TO CITY COMMERCIAL,**  
11          **HIGHWAY INTERCHANGE (CHI) OF CERTAIN LANDS WITHIN THE**  
12          **CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING**  
13          **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN**  
14          **EFFECTIVE DATE**

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

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

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

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

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

32          **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
33          required public hearing, with public notice having been provided, on said application for an

34 amendment, as described below, and at said public hearing, the City Council reviewed and  
35 considered all comments received during said public hearing, including the recommendation of  
36 the Board, serving also as the LPA, and the Concurrency Management Assessment concerning  
37 said application for an amendment, as described below; and

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

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

42 1. Pursuant to an application, Z 26-01L, by Justin Tabor, Senior Planner, North Florida  
43 Professional Services, Inc., as agent for Lake City 47, LLC, a Florida Limited Liability Company,  
44 and Pam Stewart and Scott D. Stewart, to amend the Official Zoning Atlas of the Land  
45 Development Regulations by changing the zoning district of certain lands, the zoning district  
46 is hereby changed from COUNTY COMMERCIAL, INTENSIVE (CI) and COUNTY COMMERCIAL,  
47 HIGHWAY INTERCHANGE (CHI) to CITY COMMERCIAL, HIGHWAY INTERCHANGE (CHI) on  
48 property described, as follows:

49 **FROM COUNTY COMMERCIAL, INTENSIVE (CI) to CITY COMMERCIAL, HIGHWAY**  
50 **INTERCHANGE:**

51 **(ORB 1370, PG. 513)**

52 **PARCEL ONE**

53 **The Southeast 1/4 of the Northwest 1/4, all as lies South and West interstate**  
54 **Highway 75, LESS AND EXCEPT the North 20.5 feet thereof.**

55 **AND**

56 **BEGIN at the Northeast corner of the Southwest 1/4 of the Northwest 1/4,**  
57 **Section 30, Township 4 South, Range 17 East, and run thence South 00°53' East,**  
58 **along the East line of said Southwest 1/4 of the Northwest 1/4, 1323.71 feet to**  
59 **the Southeast corner of said Southwest 1/4 of the Northwest 1/4; thence run**  
60 **North 89°09' West, along the South line of said Southwest 1/4 of Northwest 1/4,**  
61 **148.0 feet; thence run North 04°55' East, 1326.47 feet to the North line of said**  
62 **Southwest 1/4 of the Northwest 1/4; thence run South 89°07' East, 13.98 feet to**  
63 **the POINT OF BEGINNING. LESS the North 20.5 feet thereof.**

64 **AND**

65 **An easement 14.0 feet in width and lying 7.0 feet on each side of the following**  
66 **described centerline: COMMENCE at the point of intersection of the East right-**  
67 **of-way of State Road No. 47 and the South line of the Southwest 1/4 of the**  
68 **Northwest 1/4, Section 30, Township 4 South, Range 17 East and run thence**  
69 **North 26°16' East, along said right-of-way line, 191.54 feet for a POINT OF**  
70 **BEGINNING; thence run South 89°09' East, parallel to said South line of the**  
71 **Southwest 1/4 of the Northwest 1/4, 810.0 feet, more or less.**

72           **AND**  
73           **The North 20.5 feet of that part of the South 1/2 of the Northwest 1/4 lying East**  
74           **of the right-of-way of State Road No. 47 and West of the right-of-way of I-75.**  
75           **LESS a strip of land 41.0 feet in width and lying 20.5 feet on each side of the**  
76           **following described centerline: BEGIN at the Northwest corner of the Southeast**  
77           **1/4 of the Northwest 1/4, Section 30, Township 4 South, Range 17 East and run**  
78           **thence South 89°17' East, along the North line of said Southeast 1/4 of the**  
79           **Northwest 1/4, 157.83 feet to the West right-of-way line of Interstate Highway**  
80           **No. 75.**  
81           **All lying and being in Section 30, Township 4 South, Range 17 East, Columbia**  
82           **County, Florida.**

83           **PARCEL TWO**  
84           **COMMENCE at the Northwest corner of the Southeast 1/4 of the Northwest 1/4**  
85           **and run North 00°33' East, 182.62 feet; thence run South 40°09' East to the South**  
86           **line of the Northeast 1/4 of Northwest 1/4; thence run North 89°17' West, along**  
87           **said South line of the Northeast 1/4 of Northwest 1/4, 157.83 feet to the POINT**  
88           **OF BEGINNING.**

89           **AND**  
90           **COMMENCE at the Southeast corner of the Southwest 1/4 of the Northwest 1/4**  
91           **of Section 30, Township 4 South, Range 17 East, Columbia County, Florida and**  
92           **run North 89°16'25" West, along the South line of said Southwest 1/4 of**  
93           **Northwest 1/4, 147.77 feet to the POINT OF BEGINNING; thence continue North**  
94           **89°16'25" West, 727.97 feet to the East right-of-way line of State Road No. 47;**  
95           **thence North 26°16' East, along said East right-of-way line, 1234.36 feet; thence**  
96           **South 89°16' East, 200.00 feet; thence North 26°16' East, 200.00 feet; thence**  
97           **South 89°16' East, 18.57 feet; thence South 05°32'30" West, 1298.75 feet to the**  
98           **POINT OF BEGINNING. All lying and being in Section 30, Township 4 South,**  
99           **Range 17 East, Columbia County, Florida.**

100           **LESS AND EXCEPT additional right-of-way for State Road No. 47.**

101           **LESS AND EXCEPT (ORB 1516, PG. 2417)**

102           **A parcel of land in Section 30, Township 4 South, Range 17 East, Columbia**  
103           **County, Florida, described as follows:**

104           **COMMENCE at the North end of the proposed right-of-way line for Parcel 103**  
105           **per Florida Department of Transportation Right-of-Way map Section 29020-**  
106           **2501, State Road No. 47, Station 300+46.935, and run South 25°20'36" West,**  
107           **along the East right-of-way line of State Road No. 47, a distance of 71.99 feet to**  
108           **the POINT OF BEGINNING; thence South 64°39'24" East, a distance of 5.00 feet;**

109           thence South 25°20'36" West, along a line parallel to the East right-of-way line  
110           of State Road No. 47, a distance of 304.57 feet; thence North 64°39'24" West, a  
111           distance of 5.00 feet to a point on the East right-of-way line of State Road No.  
112           47; thence North 25°20'36" East, along said East right-of-way line of State Road  
113           No. 47, a distance of 304.57 feet to the POINT OF BEGINNING. Containing 0.03  
114           acres (1523 square feet), more or less.

115           **AND ALSO (ORB 1462, PG. 993) COMMENCE** at the Northeast corner of the  
116           Southwest 1/4 of the Northwest 1/4 of Section 30, Township 4 South, Range 17  
117           East, and run thence South 89°48'22" West along the North line of said  
118           Southwest 1/4 of Northwest 1/4 13.70 feet; thence South 4°36'22" West 20.57  
119           feet to the South line of an easement; thence South 89°48'22" West along said  
120           South line of easement 18.20 feet for a POINT OF BEGINNING; thence South  
121           25°20'22" West parallel to State Road No. 47, 200.00 feet; thence South  
122           89°48'22" West parallel to said South line of easement 200.00 feet to the East  
123           line of State Road No. 47; thence North 25°20'22" East along said East line of  
124           State Road No. 47, 200.00 feet to said South line of easement; thence North  
125           89°48'22" East along said South line of easement 200.00 feet to the POINT OF  
126           BEGINNING.

127           **LESS AND EXCEPT** approximately 11 feet off the West side thereof for right-of-  
128           way. Lying and being in Columbia County, Florida.

129           **LESS AND EXCEPT (ORB 1475, PG 147)**

130           **COMMENCE** at the Southwest corner of the Northeast 1/4 of the Northwest 1/4,  
131           Section 30, Township 4 South, Range 17 East, Columbia County, Florida and run  
132           thence North 00°23'36" W, along the West line of said Northeast 1/4 of  
133           Northwest 1/4, 20.50 feet to the POINT OF BEGINNING; thence continue North  
134           00°23'36" West, still along said West line, 162.14 feet to the Southwesterly right  
135           of way line of State Road No. 93 (Interstate Highway No. 75); thence South  
136           41°09'12" East, along said Southwesterly right of way, 77.31 feet; thence South  
137           25°35'04" West, 115.23 feet to the POINT OF BEGINNING. Containing 0.09 acres,  
138           more or less.

139           **AND ALSO (ORB 1395, 533)** The South 20.5 feet of the Northeast 1/4 of  
140           Northwest 1/4 lying West of Interstate 75 and the North 20.5 feet of the  
141           Southeast 1/4 of Northwest 1/4 lying West of Interstate 75, all being in Section  
142           30, Township 4 South, Range 17 East, Columbia County, Florida.

143           **LESS AND EXCEPT** Parcels 102A and 102B per Florida Department of  
144           Transportation Right-of-Way maps for State Road No. 47, Section 29020-2501,  
145           being more particularly described as follows:

146           **PARCEL 102A**

147 **A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range**  
148 **17 East, Columbia County, Florida, being more particularly described as follows:**  
149 **COMMENCE at the Southwest corner of the Northwest quarter of Section 30,**  
150 **Township 4 South, Range 17 East; thence North 89°56'48" East, along the South**  
151 **line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the**  
152 **Easterly existing right of way line of State Road No. 47 for a POINT OF**  
153 **BEGINNING; thence departing said South line, North 25°20'36" East, along said**  
154 **Easterly existing right of way line, a distance of 378.261 meters (1,241.01 feet);**  
155 **thence departing said Easterly existing right of way line, North 89°52'18" East, a**  
156 **distance of 3.981 meters (13.06 feet); thence South 25°20'36" West, a distance**  
157 **of 206.369 meters (677.06 feet); thence run North 89°56'47" East, a distance of**  
158 **1.291 meters (4.24 feet); thence South 25°20'36" West, a distance of 171.897**  
159 **meters (563.97 feet) to said South line of the Northwest quarter; thence South**  
160 **89°56'48" West, along said South line, a distance of 5.269 meters (17.29 feet) to**  
161 **the POINT OF BEGINNING. Containing 1559.9 square meters (16,791 square**  
162 **feet), more or less.**

163 **PARCEL 102B**

164 **A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range**  
165 **17 East, Columbia County, Florida, being more particularly described as follows:**  
166 **COMMENCE at the Southwest corner of the Northwest quarter of Section 30,**  
167 **Township 4 South, Range 17 East; thence North 89°56'48" East, along the South**  
168 **line of said Northwest quarter, a distance of 178.767 meters (586.51 feet) to the**  
169 **POINT OF BEGINNING; thence continue North 89°56'48" East, along said South**  
170 **line, a distance of 217.163 meters (712.48 feet); thence departing said South**  
171 **line, North 04°38'14" East, a distance of 155.808 (511.18); thence run South**  
172 **89°56'47" West, a distance of 156.180 meters (512.40 feet); thence run South**  
173 **25°20'36" West, a distance of 171.897 meters (563.97 feet) to the POINT OF**  
174 **BEGINNING. Containing 2.8987 hectares (7.163 acres), more or less.**

175 **PARCEL 103**

176 **A parcel of land in the Northwest quarter of Section 30, Township 4 South, Range**  
177 **17 East, Columbia County, Florida, being more particularly described as follows:**  
178 **COMMENCE at the Southwest corner of the Northwest quarter of Section 30,**  
179 **Township 4 South, Range 17 East; thence North 89°56'48" East, along the South**  
180 **line of said Northwest quarter, a distance of 173.498 meters (569.22 feet) to the**  
181 **Easterly existing right of way line of State Road No. 47; thence departing said**  
182 **South line, North 25°20'36" East, along said Easterly existing right of way line, a**  
183 **distance of 378.261 meters (1,241.01 feet) for a POINT OF BEGINNING; thence**  
184 **continue North 25°20'36" East, along said Easterly existing right of way line, a**  
185 **distance of 60.960 meters (200.00 feet); thence departing said Easterly existing**

186 right of way line, North 89°52'18" East, a distance of 3.981 meters (13.06 feet);  
187 thence South 25°20'36" West, a distance of 60.960 meters (200.00 feet); thence  
188 South 89°52'18" West, a distance of 3.981 meters (13.06 feet) to the POINT OF  
189 BEGINNING. Containing 219.1 square meters (2,358 square feet), more or less.

190 ALTOGETHER Containing 27.19 acres, more or less.

191 FROM COUNTY COMMERCIAL, HIGHWAY INTERCHANGE (CHI) to CITY  
192 COMMERCIAL, HIGHWAY INTERCHANGE:

193 A parcel of land lying in Section 30, Township 4 South, Range 17 East, Columbia  
194 County, Florida. Being more particularly described as follows: Commence at the  
195 Southeast corner of the Northwest 1/4 of said Section 30; thence North  
196 00°22'20" West, along the East line of the Northwest 1/4 of the Northwest 1/4,  
197 a distance of 20.50 feet to a point on the Northerly right-of-way line of a county  
198 road for a Point of Beginning; thence South 89°48'22" West, along said Northerly  
199 right-of-way line of said county road, 207.41 feet to the Easterly right-of-way of  
200 State Road 47; thence North 33°46'40" East, along the Easterly right-of-way line  
201 of said State Road 47, a distance of 217.86 feet to the Southwesterly right-of-  
202 way line of Interstate 75 (State Road 93); thence South 88°24'42" East, along said  
203 Southwesterly right-of-way line of Interstate 75 (State Road 93), a distance of  
204 71.43 feet; thence South 00°22'20" East, along the East line of said Northwest  
205 1/4 of the Northwest 1/4 of Section 30, a distance of 162.56 feet to the Point of  
206 Beginning.

207 AND

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

216 AND

217 Commence at the Southwest corner of the NW 1/4 of the Northwest 1/4, Section  
218 30, Township 4 South, Range 17 East, Columbia County, Florida; thence North  
219 00°23'36" West, along the West line of said NW 1/4 of the Northwest 1/4 of  
220 Section 30, a distance of 20.50 feet to the Point of Beginning; thence continue  
221 North 00°23'36" West, sill along said West line, 162.14 feet to the Southwesterly  
222 right-of-way line of Interstate Highway 75 (State Road 93); thence South  
223 41°09'12" East, along said Southwesterly right-of- way line, 77.31 feet; thence  
224 South 25°35'04" West 115.23 feet to the Point of Beginning.

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225           **All said lands containing 0.81 acre, more or less.**

226           **Total of all said lands containing 28.00 acres, more or less.**

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

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

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

233           The effective date of this amendment, Z 26-01L, to the Official Zoning Atlas shall be the same  
234           date as the effective date of Future Land Use Plan Map Amendment, CPA 26-01S. If Future  
235           Land Use Plan Map Amendment, CPA 26-01S, does not become effective, this amendment, Z  
236           26-01L, to the Official Zoning Atlas shall not become effective. No development orders,  
237           development permits or land uses dependent on this amendment, Z 26-01L, to the Official  
238           Zoning Atlas may be issued or commence before it has become effective.

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

242    **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

243    **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
244    present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

8. City Council Ordinance No. 2026-2362 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-04S, by Daniel Crapps, Trustee of C & W Land Trust, property owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (Less than or equal to 14 dwelling units per acre) and County Commercial to City Commercial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

# COMP PLAN AMENDMENT

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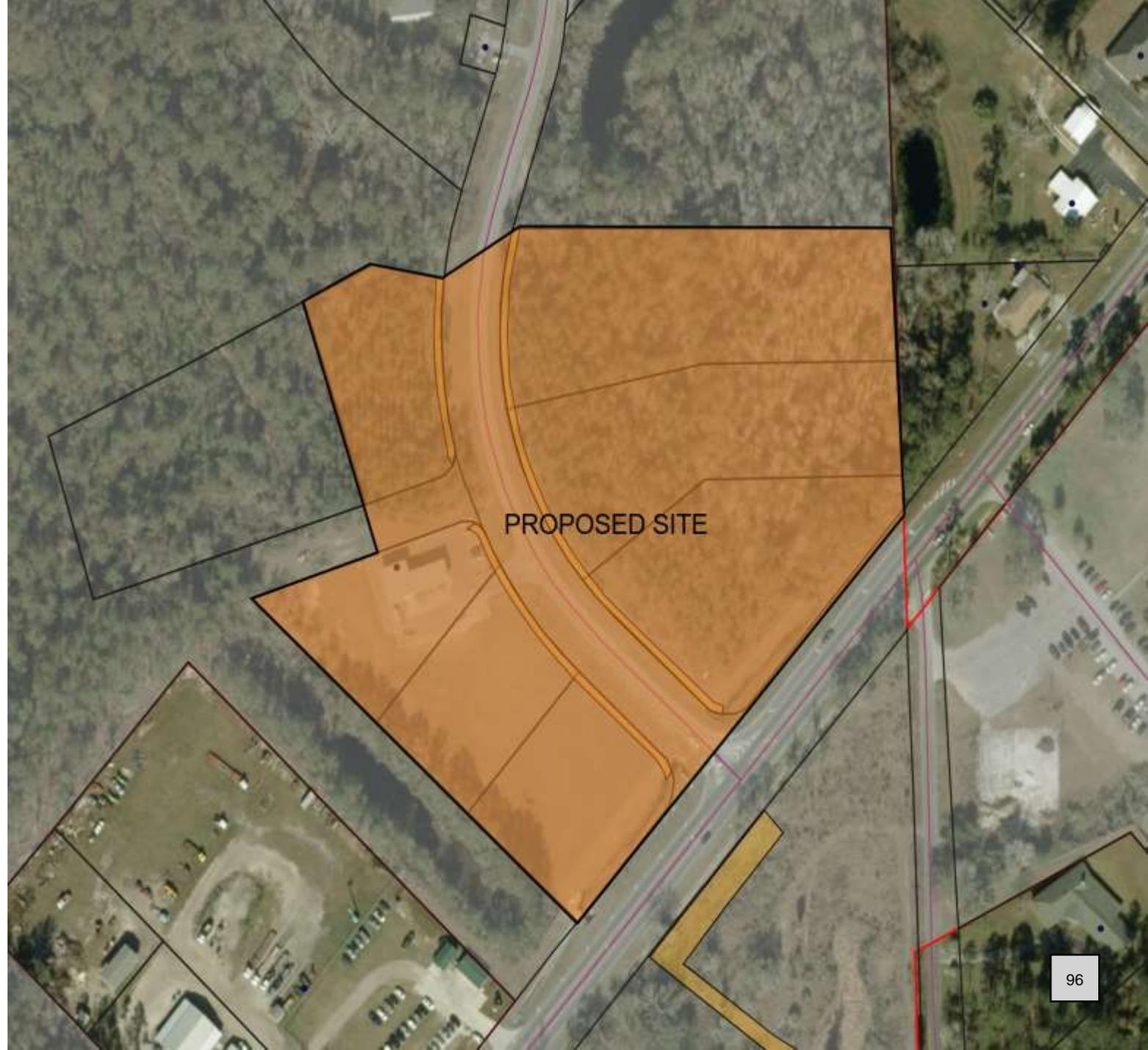
ORDINANCE 2026-2362 CPA 26-04S

# Introduction

- Parcels 02712-101, 102, 103, 104, 105, 106, and 107, or commonly known as C&W Business Park Sub-Division has a Future Land Use of Residential Medium/High County and Commercial County;
- Petition CPA 26-04S is a request to change the Future Land Use from Residential Medium/High County and Commercial County to Commercial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Medium/High County
  - East- Commercial County
  - South- Commercial County
  - West- Commercial County and Residential Medium/High County

# Location of C&W Business Park Sub-Division

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# Staff Review

## **Suwannee River Water Management-**

These parcels are within a permitted master system (ERP-023-207040-1).

Application shall be submitted to verify conformance with master system.

Construction cannot commence until SRWMD ERP has been issued.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2362.

# QUESTIONS

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## ORDINANCE NO. 2026-2362

### CITY OF LAKE CITY, FLORIDA

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE  
2 FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY  
3 COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN  
4 AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN  
5 APPLICATION, CPA 26-04S, BY DANIEL CRAPPS, TRUSTEE OF C & W  
6 LAND TRUST, PROPERTY OWNER OF LOTS 1, 2 AND 3 OF THE C & W  
7 BUSINESS PARK SUBDIVISION AND AS AGENT FOR EASTPARK, LLC, A  
8 FLORIDA LIMITED LIABILITY COMPANY, PROPERTY OWNER OF LOT 7  
9 OF THE C & W BUSINESS PARK SUBDIVISION; PREMIERE  
10 INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY,  
11 PROPERTY OWNER OF LOT 6 OF THE C & W BUSINESS PARK  
12 SUBDIVISION; AND CHAD R. STRAIT, PROPERTY OWNER OF LOTS 4  
13 AND 5 OF THE C & W BUSINESS PARK SUBDIVISION, THE PROPERTY  
14 OWNERS OF SAID ACREAGE, UNDER THE AMENDMENT  
15 PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH  
16 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR  
17 CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COUNTY  
18 RESIDENTIAL, MEDIUM/HIGH DENSITY (LESS THAN OR EQUAL TO 14  
19 DWELLING UNITS PER ACRE) AND COUNTY COMMERCIAL TO CITY  
20 COMMERCIAL OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS  
21 OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN  
22 SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL  
23 ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

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

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

31 and

32 **WHEREAS**, the Planning and Zoning Board of the City of Lake City, Florida, (the “Board”) has  
33 been designated as the Local Planning Agency of the City of Lake City, Florida, (the “LPA”); and

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

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

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

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

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

- 56 1. Pursuant to an application, CPA 26-04S, by Daniel Crapps, as trustee of C & W Land Trust,  
57 property owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision; and as agent  
58 for: EastPark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C &  
59 W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability  
60 Company, property owner of Lot 6 of the C & W Business Park Subdivision; and Chad R.  
61 Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision; to amend  
62 the Future Land Use Plan Map of the Comprehensive Plan by changing the land use  
63 classification of certain lands, the land use classification is hereby changed from COUNTY

64 RESIDENTIAL, MEDIUM/HIGH DENSITY (less than or equal to 14 dwelling units per acre)  
65 and COUNTY COMMERCIAL to CITY COMMERCIAL on property described, as follows:

66 **A parcel of land lying in Section 2, Township 4 South, Range 16 East, Columbia**  
67 **County, Florida. Being more particularly described as follows: Lots 1 thru 7**  
68 **of the C & W Business Park Subdivision, as recorded in the Public Records of**  
69 **Columbia County, Florida.**

70 **Containing 9.46 acres, more or less.**

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

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

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

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

96 5. Authority. This ordinance is adopted pursuant to the authority granted by Section  
97 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida  
98 Statutes, as amended.

- 
- 99 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.  
100 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
101 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

---

Noah E. Walker, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

9. City Council Ordinance No. 2026-2363 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten contiguous acres of land, pursuant to an application, Z 26-02S, by Daniel Crapps, Trustee of C & W Land Trust, Property Owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision and as agent for Eastpark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company, property owner of, Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property owner of Lots 4 and 5 of the C & W Business Park Subdivision, the property owners of said acreage; providing for rezoning from County - Commercial, Intensive (CI) and County - Residential, Multiple-Family-1 (RMF-1) to City - Commercial, Intensive (CI) of certain lands within the corporate limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (Intersection of Real Terrace and Hwy 247, Branford Hwy)

# REZONING

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ORDINANCE 2026-2363 for Z 26-02S

# Introduction

- Parcels 02712-101, 102, 103, 104, 105, 106, and 107, or commonly known as C&W Business Park Sub-Division is currently zoned Residential Multi-Family 1 County and Commercial Intensive County;
- Petition Z 26-02S is a request to change the Zoning from Residential Multi-Family 1 County and Commercial Intensive County to Commercial Intensive City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Multi-Family 1 County
  - East- Commercial Intensive County
  - South- Commercial Intensive County
  - West- Commercial Intensive County and Residential Multi-Family 1 County

# Location of C&W Business Park Sub-Division

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# Staff Review

## **Suwannee River Water Management-**

These parcels are within a permitted master system (ERP-023-207040-1).

Application shall be submitted to verify conformance with master system.

Construction cannot commence until SRWMD ERP has been issued.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2363.

# QUESTIONS

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**ORDINANCE NO. 2026-2363**  
**CITY OF LAKE CITY, FLORIDA**

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND**  
3           **DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE**  
4           **REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND,**  
5           **PURSUANT TO AN APPLICATION, Z 26-02S, BY DANIEL CRAPPS, TRUSTEE**  
6           **OF C & W LAND TRUST, PROPERTY OWNER OF LOTS 1, 2 AND 3 OF THE**  
7           **C & W BUSINESS PARK SUBDIVISION AND AS AGENT FOR EASTPARK,**  
8           **LLC, A FLORIDA LIMITED LIABILITY COMPANY, PROPERTY OWNER OF**  
9           **LOT 7 OF THE C & W BUSINESS PARK SUBDIVISION; PREMIERE**  
10          **INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY,**  
11          **PROPERTY OWNER OF LOT 6 OF THE C & W BUSINESS PARK**  
12          **SUBDIVISION; AND CHAD R. STRAIT, PROPERTY OWNER OF LOTS 4 AND**  
13          **5 OF THE C & W BUSINESS PARK SUBDIVISION, THE PROPERTY OWNERS**  
14          **OF SAID ACREAGE; PROVIDING FOR REZONING FROM COUNTY -**  
15          **COMMERCIAL, INTENSIVE (CI) AND COUNTY - RESIDENTIAL, MULTIPLE-**  
16          **FAMILY-1 (RMF-1) TO CITY - COMMERCIAL, INTENSIVE (CI) OF CERTAIN**  
17          **LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY,**  
18          **FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN**  
19          **CONFLICT; PROVIDING AN EFFECTIVE DATE**

20          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
21 of Lake City, Florida, (the “City Council”), to prepare, adopt and enforce land development  
22 regulations; and

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

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

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

30          **WHEREAS**, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land  
31 Development Regulations, the Board, serving also as the LPA, held the required public hearing,

32 with public notice having been provided, on said application for an amendment, as described  
33 below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all  
34 comments received during said public hearing and the Concurrency Management Assessment  
35 concerning said application for an amendment, as described below, and recommended to the  
36 City Council approval of said application for an amendment, as described below; and

37 **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
38 required public hearing, with public notice having been provided, on said application for an  
39 amendment, as described below, and at said public hearing, the City Council reviewed and  
40 considered all comments received during said public hearing, including the recommendation of  
41 the Board, serving also as the LPA, and the Concurrency Management Assessment concerning  
42 said application for an amendment, as described below; and

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

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

47 1. Pursuant to an application, Z 26-02S, by Daniel Crapps, as trustee of C & W Land Trust,  
48 property owner of Lots 1, 2 and 3 of the C & W Business Park Subdivision; and as Agent for  
49 EastPark, LLC, a Florida Limited Liability Company, property owner of Lot 7 of the C & W  
50 Business Park Subdivision; Premiere Investments, LLC, a Florida Limited Liability Company,  
51 property owner of Lot 6 of the C & W Business Park Subdivision; and Chad R. Strait, property  
52 owner of Lots 4 and 5 of the C & W Business Park Subdivision, to amend the Official Zoning  
53 Atlas of the Land Development Regulations by changing the zoning district of certain lands,  
54 the zoning district is hereby changed from COUNTY - COMMERCIAL, INTENSIVE (CI) and  
55 COUNTY - RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to CITY - COMMERCIAL, INTENSIVE (CI)  
56 on property described, as follows:

57 **A parcel of land lying in Section 2, Township 4 South, Range 16 East, Columbia**  
58 **County, Florida. Being more particularly described as follows: Lots 1 thru 7 of**  
59 **the C & W Business Park Subdivision, as recorded in the Public Records of**  
60 **Columbia County, Florida.**

61 **Containing 9.46 acres, more or less.**

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

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

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67 4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.  
68 The effective date of this amendment, Z 26-02S, to the Official Zoning Atlas shall be the same  
69 date as the effective date of Future Land Use Plan Map Amendment, CPA 26-04S. If Future  
70 Land Use Plan Map Amendment, CPA 26-04S, does not become effective, this amendment, Z  
71 26-02S, to the Official Zoning Atlas shall not become effective. No development orders,  
72 development permits or land uses dependent on this amendment, Z 26-02S, to the Official  
73 Zoning Atlas may be issued or commence before it has become effective.

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

77 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

78 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
79 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

10. City Council Ordinance No. 2026-2364 (first reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-05S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County Residential, Medium/High Density (less than or equal to 14 dwelling units per acre) to City Commercial of certain lands within the Corporate Limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

# COMP PLAN AMENDMENT

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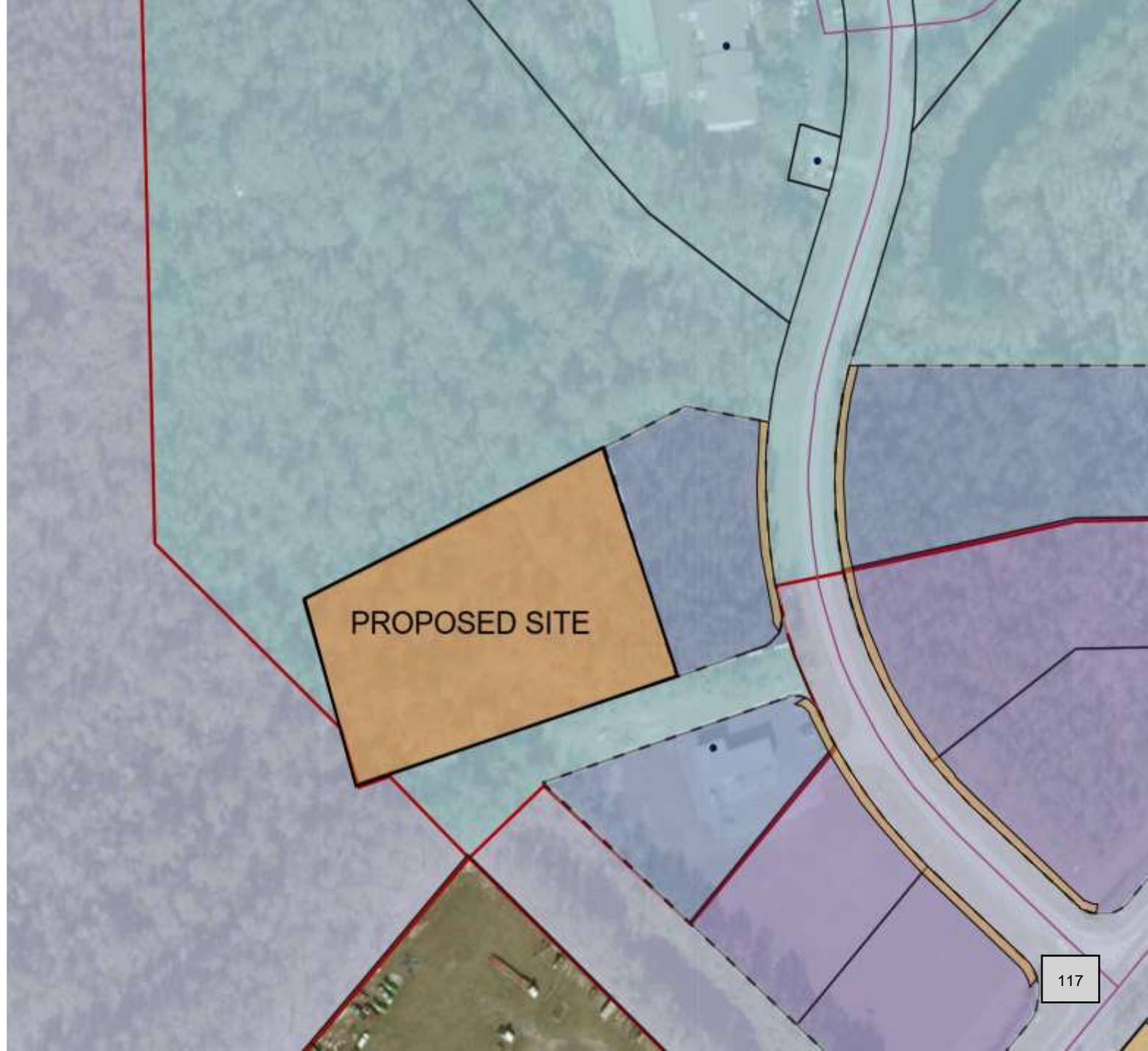
ORDINANCE 2026-2364 for CPA 26-05S

# Introduction

- Parcel 02712-009 has a current Future Land Use designation of Residential Medium/High County;
- Petition CPA 26-05S is a request to change the Future Land Use on parcel 02712-009 from Residential Medium/High County to Commercial City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Medium/High County
  - East- Residential Medium/High County
  - South- Residential Medium/High County and Commercial County
  - West- Commercial County

# Location of Parcel 02712-009

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# Staff Review

**Suwannee River Water Management-**  
Project is within mapped permit boundary of ERP-023-207040-1. Application will need to be submitted to SRWMD to verify compliance with the master system prior to development of the lot.

## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2364.

# QUESTIONS

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## ORDINANCE NO. 2026-2364

### CITY OF LAKE CITY, FLORIDA

1        **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE**  
2        **LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS**  
3        **AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND,**  
4        **PURSUANT TO AN APPLICATION, CPA 26-05S, BY BRIAN PITMAN, P.E., AS AGENT**  
5        **FOR EASTPARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE PROPERTY**  
6        **OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES**  
7        **ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES,**  
8        **AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE**  
9        **CLASSIFICATION FROM COUNTY RESIDENTIAL, MEDIUM/HIGH DENSITY (LESS**  
10       **THAN OR EQUAL TO 14 DWELLING UNITS PER ACRE) TO CITY COMMERCIAL OF**  
11       **CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY,**  
12       **FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING**  
13       **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN**  
14       **EFFECTIVE DATE**

15       **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
16       of Lake City, Florida, (the “City Council”) to prepare, adopt and implement a comprehensive plan;  
17       and

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

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

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

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

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

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

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

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

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

46 1. Pursuant to an application, CPA 26-05S, by Brian Pitman, P.E., as agent for EastPark, LLC, a  
47 Florida Limited Liability Company; to amend the Future Land Use Plan Map of the  
48 Comprehensive Plan by changing the land use classification of certain lands, the land use  
49 classification is hereby changed from COUNTY RESIDENTIAL, MEDIUM/HIGH DENSITY (less  
50 than or equal to 14 dwelling units per acre) to CITY COMMERCIAL on property described, as  
51 follows:

52 **A parcel of land lying in Section 2, Township 4 South, Range 16 East, Columbia**  
53 **County, Florida. Being more particularly described as follows: Commence at the**  
54 **Westernmost corner of Lot 7 of the C & W Business Park Subdivision, as recorded**  
55 **in the Public Records of Columbia County, Florida; thence South 18°13'57" East,**  
56 **along the Westerly line of said Lot 7, a distance of 257.92 feet the Southernmost**  
57 **corner of said Lot 7; thence South 71°46'03" West 386.00 feet; thence North**  
58 **18°13'57" West 206.25 feet; thence North 64°08'35" East 389.44 feet to the**  
59 **Point of Beginning.**

60 **Containing 2.04 acres, more or less.**

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

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

- 69 4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.  
70 The effective date of this plan amendment shall be thirty-one (31) days following the date of  
71 adoption of this plan amendment. However, if any affected person files a petition with the  
72 Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as  
73 amended, to request a hearing to challenge the compliance of this plan amendment with  
74 Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days  
75 following the date of adoption of this plan amendment, this plan amendment shall not  
76 become effective until the Florida Department of Commerce or the Florida Administration  
77 Commission, respectively, issues a final order determining this plan amendment is in  
78 compliance. No development orders, development permits or land uses dependent on this  
79 plan amendment may be issued or commence before it has become effective. If a final order  
80 of noncompliance is issued, this plan amendment may nevertheless be made effective by  
81 adoption of a resolution affirming its effective status, a copy of which resolution shall be sent  
82 to the Florida Department of Commerce, Division of Community Development, 107 East  
83 Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.
- 84 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021,  
85 Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as  
86 amended.

87 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

88 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
89 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

11. City Council Ordinance No. 2026-2365 (first reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-03S, by Brian Pitman, P.E., as agent for Eastpark, LLC, a Florida Limited Liability Company, the property owner of said acreage; providing for rezoning from County-Residential, Multiple-Family-1 (RMF-1) to City-Commercial, Intensive (CI) of certain lands within the Corporate Limits of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; providing an effective date. (West of Real Terrace and East of I75 and also West of C&W Business Park, which is at the intersection of Real Terrace and Hwy 247, Brandford Hwy)

# REZONING

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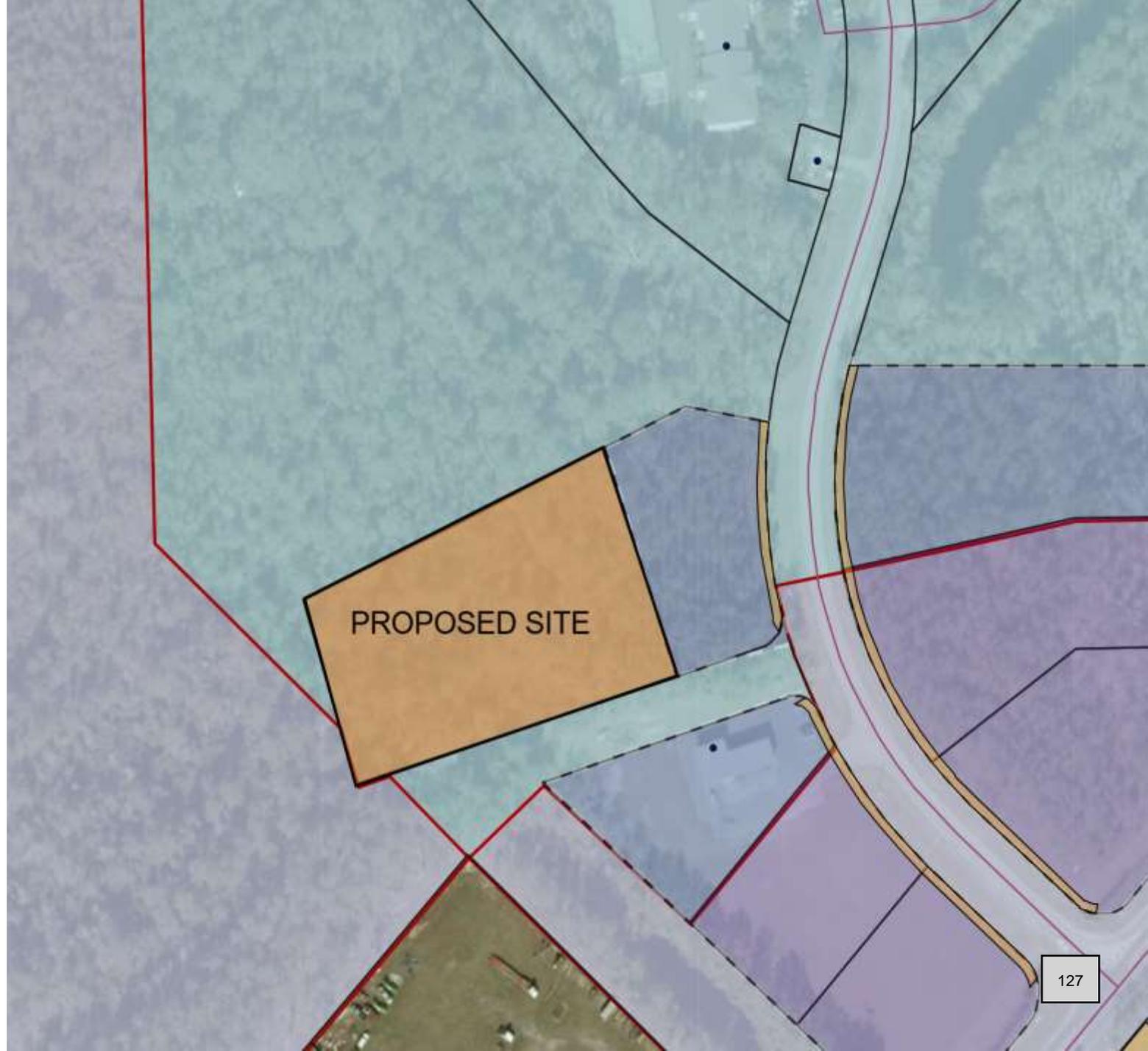
ORDINANCE 2026-2365 for Z 26-03S

# Introduction

- Parcels 02712-009, has a currently zoned Residential Multi-Family 1 County;
- Petition Z 26-03S is a request to change the Zoning on parcel 02712-009 from Residential Multi-Family 1 County to Commercial Intensive City;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Multi-Family 1 County
  - East- Residential Multi-Family 1 County
  - South- Residential Multi-Family 1 County and Commercial Intensive County
  - West- Commercial Intensive County

# Location of Parcel 02712-009

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# Staff Review

**Suwannee River Water Management-**  
Project is within mapped permit boundary of ERP-023-207040-1. Application will need to be submitted to SRWMD to verify compliance with the master system prior to development of the lot.



## Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2365.

# QUESTIONS

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## ORDINANCE NO. 2026-2365

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND**  
3           **DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE**  
4           **REZONING OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN**  
5           **APPLICATION, Z 26-03S, BY BRIAN PITMAN, P.E., AS AGENT FOR**  
6           **EASTPARK, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE**  
7           **PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING**  
8           **FROM COUNTY - RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) TO CITY -**  
9           **COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE**  
10          **CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING**  
11          **SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING**  
12          **AN EFFECTIVE DATE**

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

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

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

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

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

30          **WHEREAS**, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the  
31          required public hearing, with public notice having been provided, on said application for an

32 amendment, as described below, and at said public hearing, the City Council reviewed and  
33 considered all comments received during said public hearing, including the recommendation of  
34 the Board, serving also as the LPA, and the Concurrency Management Assessment concerning  
35 said application for an amendment, as described below; and

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

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

40 1. Pursuant to an application, Z 26-03S, by Brian Pitman, P.E., as agent for EastPark, LLC, a Florida  
41 Limited Liability Company, to amend the Official Zoning Atlas of the Land Development  
42 Regulations by changing the zoning district of certain lands, the zoning district is hereby  
43 changed from COUNTY - RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to CITY - COMMERCIAL,  
44 INTENSIVE (CI) on property described, as follows:

45 **A parcel of land lying in Section 2, Township 4 South, Range 16 East, Columbia**  
46 **County, Florida. Being more particularly described as follows: Commence at the**  
47 **Westernmost corner of Lot 7 of the C & W Business Park Subdivision, as recorded**  
48 **in the Public Records of Columbia County, Florida; thence South 18°13'57" East,**  
49 **along the Westerly line of said Lot 7, a distance of 257.92 feet the Southernmost**  
50 **corner of said Lot 7; thence South 71°46'03" West 386.00 feet; thence North**  
51 **18°13'57" West 206.25 feet; thence North 64°08'35" East 389.44 feet to the**  
52 **Point of Beginning.**

53 **Containing 2.04 acres, more or less.**

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

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

59 4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.  
60 The effective date of this amendment, Z 26-03S, to the Official Zoning Atlas shall be the same  
61 date as the effective date of Future Land Use Plan Map Amendment, CPA 26-05S. If Future  
62 Land Use Plan Map Amendment, CPA 26-05S, does not become effective, this amendment, Z  
63 26-03S, to the Official Zoning Atlas shall not become effective. No development orders,  
64 development permits or land uses dependent on this amendment, Z 26-03S, to the Official  
65 Zoning Atlas may be issued or commence before it has become effective.

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

69 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

70 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
71 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**File Attachments for Item:**

12. City Council Ordinance No. 2026-2358 (final reading) - An ordinance of the City of Lake City, Florida, relating to the criminal background screening of certain regulated persons, public service providers, municipal employees, vendors, contractors, contractor employees, and appointees, including volunteers; amending Chapter 70, Article I, Section 70-1 of the Code of Ordinances of the City of Lake City, Florida, providing for criminal background screening of such individuals; making findings of fact in support thereof; repealing all ordinances in conflict herewith and providing an effective date.

Passed on first reading 3/2/2026

**ORDINANCE NUMBER 2026-2358**  
**CITY OF LAKE CITY, FLORIDA**

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA RELATING TO THE**  
2           **CRIMINAL BACKGROUND SCREENING OF CERTAIN REGULATED PERSONS,**  
3           **PUBLIC SERVICE PROVIDERS, MUNICIPAL EMPLOYEES, VENDORS,**  
4           **CONTRACTORS, CONTRACTOR EMPLOYEES, AND APPOINTEES,**  
5           **INCLUDING VOLUNTEERS; AMENDING CHAPTER 70, ARTICLE I, SECTION**  
6           **70-1 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA,**  
7           **PROVIDING FOR CRIMINAL BACKGROUND SCREENING OF SUCH**  
8           **INDIVIDUALS; MAKING FINDINGS OF FACT IN SUPPORT THEREOF;**  
9           **REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING**  
10           **AN EFFECTIVE DATE.**

11           **WHEREAS,** the City of Lake City, Florida (the “City”) has historically conducted general  
12 background checks of all prospective City employees; and

13           **WHEREAS,** Section 166.0442, Florida Statutes authorizes the City, by ordinance, to require state  
14 and national criminal history screening for certain regulated persons, municipal employees,  
15 vendors, contractors, contractor employees, and appointees, including volunteers; and

16           **WHEREAS,** events of terrorism, crimes against children and other vulnerable persons, and major  
17 computer crimes in recent years have caused governments to place a higher emphasis on  
18 safeguarding infrastructure, the personal security of employees, and the public at-large; and

19           **WHEREAS,** the adoption of an ordinance requiring state and national criminal history screening  
20 of such persons is in the best interests of the City and promotes the health, safety, and welfare  
21 of the community; now, therefore

22           **BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

23           **SECTION 1.    CHAPTER 70, ARTICLE I, SECTION 70-1 OF THE CODE OF ORDINANCES OF THE CITY**  
24           **OF LAKE CITY, FLORIDA IS AMENDED AS FOLLOWS:**

25                   **Section 70-1   ~~Reserved~~ Criminal History Record Checks.**

26                           (a) Authority. Notwithstanding Chapter 435, Florida Statutes,  
27                           and without preempting or preventing any other  
28                           background screening, including, but not limited to,  
29                           criminal history record checks which the city may lawfully  
30                           undertake, this section is hereby established pursuant to

31 Section 166.0442, Florida Statutes, to require state and  
32 national criminal history screening of certain municipal  
33 employees, appointees, regulated persons, and public  
34 service providers.

35 (b) Definitions. The following terms shall have the  
36 corresponding meanings as used in this Section 70-1:

37 (1) “Municipal employee” shall mean any person applying  
38 for, or continuing employment in any position of  
39 municipal employment or appointment, regardless of  
40 whether paid, unpaid, or contractual, including, but not  
41 limited to current city employees, persons seeking  
42 employment by the city, elected officials, appointees,  
43 and/or volunteers.

44 (2) “Regulated person” shall mean any person making  
45 application to the city for initial or continuing licensing  
46 or regulation by the city as a private contractor,  
47 employee of a private contractor, vendor, repair  
48 person, or delivery person.

49 (3) “Public service provider” shall mean any private  
50 contractor, employee of a private contractor, vendor,  
51 repair person, for-hire chauffeur, or delivery person  
52 who has direct contact with individual members of the  
53 public, or access to any public facility or publicly  
54 operated facility.

55 (c) Finding of necessity. State and national criminal history  
56 screenings by the city of any municipal employee,  
57 regulated person, and/or public service provider are  
58 deemed necessary and critical to:

59 (1) maintaining general security; the security of the public,  
60 public assets, and public infrastructure; and/or the  
61 safety of the public; and

62 (2) preventing unsuitable persons from having direct  
63 contact with individual members of the public or access  
64 to any public facility or publicly operated facility critical  
65 to security or public safety.

66 (d) Persons subject to criminal history record checks. State and

67 national criminal history screening and continued  
68 screenings (background checks), shall be required of any  
69 municipal employee, regulated person; or public service  
70 provider.

71 (e) Criminal history screening, procedure. Each municipal  
72 employee, regulated person, and public service provider is  
73 required to submit to being fingerprinted pursuant to  
74 Section 166.0442(2), Florida Statutes, to state and national  
75 criminal history screening, and such fingerprints shall be  
76 submitted to the Florida Department of Law Enforcement  
77 (FDLE) for a state criminal history record check and to the  
78 Federal Bureau of Investigations (FBI) for a national  
79 criminal history record check.

80 (f) Use of Information obtained in the record check. Any  
81 information obtained from the criminal history record  
82 check conducted by the city pursuant to this Section 70-1  
83 may be used to determine a person’s eligibility for initial or  
84 continued employment, appointment, licensing, or service  
85 provider status with the city. The information may also be  
86 used to determine a person’s eligibility as a volunteer. The  
87 information obtained may not be issued to private entities,  
88 however a copy may be given to the person providing  
89 fingerprints upon request.

90 **SECTION 2. CODIFICATION**

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

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

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

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102 **SECTION 4. PROVIDING FOR SEVERABILITY**

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

108 **SECTION 5. EFFECTIVE DATE**

109 This Ordinance shall be effective immediately upon adoption by the City Council.

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

112 **PUBLICALLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by  
113 the City Clerk of the City of Lake City, Florida, on the \_\_\_\_ day of March, 2026.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

---

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**Record of Vote on First Reading**

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

**Certification**

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

  
AUDREY SIKES, MMC  
City Clerk

# Business Impact Estimate

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

Proposed ordinance's title/reference:

**ORDINANCE NUMBER 2026-2358  
CITY OF LAKE CITY, FLORIDA**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA RELATING TO THE CRIMINAL BACKGROUND SCREENING OF CERTAIN REGULATED PERSONS, PUBLIC SERVICE PROVIDERS, MUNICIPAL EMPLOYEES, VENDORS, CONTRACTORS, CONTRACTOR EMPLOYEES, AND APPOINTEES, INCLUDING VOLUNTEERS; AMENDING CHAPTER 70, ARTICLE I, SECTION 70-1 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA, PROVIDING FOR CRIMINAL BACKGROUND SCREENING OF SUCH INDIVIDUALS; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.**

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

- The proposed ordinance is required for compliance with Federal or State law or regulation;**
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

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

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): **Ordinance will allow the Lake City Police Department to conduct fingerprint supported criminal history checks on non-law enforcement current city employees, applicants, appointees, regulated persons, and/or volunteers per Florida Statute 166.0442(2).**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: **None**  
(a) An estimate of direct compliance costs that businesses may reasonably incur; **None**  
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and  
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs. **None**

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

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

**File Attachments for Item:**

13. City Council Ordinance No. 2026-2359 (first reading) - An ordinance of the City of Lake City, Florida; amending City Code Chapter 70, Article V, Firefighters' Retirement, adding a new Section 70-136 for the purpose of purchasing prior military service; adding a new Section 70-137 for the purpose of purchasing prior firefighter service; providing for severability; providing for conflicts; and providing an effective date.

Adopt City Council Ordinance No. 2026-2359 on first reading

## ORDINANCE NUMBER 2026-2359

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING**  
2           **CITY CODE CHAPTER 70, ARTICLE V, FIREFIGHTERS' RETIREMENT,**  
3           **ADDING A NEW SECTION 70-136 FOR THE PURPOSE OF PURCHASING**  
4           **PRIOR MILITARY SERVICE; ADDING A NEW SECTION 70-137 FOR THE**  
5           **PURPOSE OF PURCHASING PRIOR FIREFIGHTER SERVICE; PROVIDING**  
6           **FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN**  
7           **EFFECTIVE DATE.**

8           **WHEREAS**, the City of Lake City desires its firefighters be provided the opportunity to purchase  
9           prior military and prior firefighter service as a recruiting tool; and

10          **WHEREAS**, the ability to purchase service is recognized as permissible in both Chapter 175,  
11          Florida Statutes, and the Internal Revenue Code; and

12          **WHEREAS**, the City Council desires to add these provisions to the City of Lake City Code of  
13          Ordinances (the "Code"); and

14          **WHEREAS**, amending the Code in the foregoing form and substance is in the public interest and  
15          in the interests of the City; now, therefore:

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

17          **SECTION 1. PURCHASE OF PRIOR MILITARY SERVICE**

18               Chapter 70, Article V, Section 70-136 of the City of Lake City Code of Ordinances is hereby  
19               created as follows:

20               **Sec. 70-136. MILITARY SERVICE PRIOR TO EMPLOYMENT.**

21               The years or fractional parts of years that a Firefighter serves or has served on active  
22               duty in the military service of the Armed Forces of the United States, the United  
23               States Merchant Marine or the United States Coast Guard, voluntarily or  
24               involuntarily and honorably or under honorable conditions, prior to first and initial  
25               employment with the District Fire Department shall be added to years of Credited  
26               Service provided that:

- 27               1. The Member contributes to the Fund the sum that he/she would have  
28               contributed, based on his/her Salary and the Member contribution rate in  
29               effect at the time that the Credited Service is requested, had he/she been a  
30               Member of the System for the years or fractional parts of years for which  
31               he/she is requesting credit plus amounts actuarially determined such that the  
32               crediting of service does not result in any cost to the Fund plus payment of

- 33 costs for all professional services rendered to the Board in connection with the  
34 purchase of years of Credited Service.
- 35 2. Multiple requests to purchase Credited Service pursuant to this Section may be  
36 made at any time prior to Retirement.
- 37 3. Payment by the Member of the required amount shall be made within six (6)  
38 months of the request for credit, but not later than the retirement date, and  
39 shall be made in one (1) lump sum payment upon receipt of which Credited  
40 Service shall be given.
- 41 4. The maximum credit under this Section shall be four (4) years.
- 42 5. Credited Service purchased pursuant to this Section shall count for all purposes,  
43 except vesting and eligibility for not-in-line of duty disability benefits.

44 **SECTION 2: PURCHASE OF PRIOR FIRE SERVICE**

45 Chapter 70, Article V, Section 70-137 of the City of Lake City Code of Ordinances is hereby  
46 created as follows:

47 **Sec. 70-137. PRIOR FIRE SERVICE.**

48 Unless otherwise prohibited by law, and except as provided for in Section 1, the  
49 years or fractional parts of years that a Member previously served as a full-time  
50 Firefighter with the City during a period of previous employment and for which  
51 period Accumulated Contributions were withdrawn from the Fund, or the years and  
52 fractional parts of years that a member served as a Firefighters for any other  
53 municipal, county or state law enforcement department or as a Firefighter for any  
54 other municipal, county, state or special district fire department in the State of  
55 Florida shall be added to years of Credited Service provided that:

- 56 1. The Member contributes to the Fund the sum that they would have  
57 contributed, based on his/her Salary and the Member contribution rate in  
58 effect at the time that the Credited Service is requested, had he/she been a  
59 Member of the System for the years or fractional parts of years for which  
60 he/she is requesting credit plus amounts actuarially determined such that the  
61 crediting of service does not result in any cost to the Fund plus payment of  
62 costs for all professional services rendered to the Board in connection with the  
63 purchase of years of Credited Service.
- 64 a. The member salary used as the initial salary for the projected salary will be  
65 the salary for the member for the year preceding each purchase of service  
66 credits.
- 67 b. The calculation of the full actuarial cost will be made using the assumptions  
68 used in the actuarial valuation performed prior to the purchase of the  
69 service credits.

- 70           2. Multiple requests to purchase Credited Service pursuant to this Section may be  
71           made at any time prior to Retirement.
- 72           3. Payment by the Member of the required amount shall be made within six (6)  
73           months of the request for credit, but not later than the retirement date, and  
74           shall be made in one (1) lump sum payment upon receipt of which Credited  
75           Service shall be given.
- 76           4. The maximum credit under this Section for service other than with City shall be  
77           five (5) years of Credited Service and shall count for all purposes, except vesting  
78           and eligibility for not-in-line of duty disability benefits. There shall be no  
79           maximum purchase of credit for prior service with the City and such credit shall  
80           count for all purposes, including vesting.
- 81           5. In no event, however, may Credited Service be purchased pursuant to this  
82           Section for prior service with any other municipal, county fire department, if  
83           such prior service forms or will form the basis of a retirement benefit or pension  
84           from a different employer's retirement system or plan as set forth in Florida  
85           Statutes §112.65.
- 86           6. For purposes of determining credit for prior service as a Firefighter as  
87           provided for in this Section, in addition to service as a Firefighter in this State,  
88           credit may be purchased by the Member in the same manner as provided  
89           above for federal, other state, county or municipal service if the prior service  
90           is recognized by the Division of State Fire Marshal, as provided under Chapter  
91           633, Florida Statutes, or the Firefighter provides proof to the Board that such  
92           service is equivalent to the service required to meet the definition of a  
93           Firefighter under Section 70-122, above.

94   **SECTION 3: PURCHASE OF PRIOR FIRE SERVICE**

95           Chapter 70, Article V, Section 70-138 through Section 70-150 of the City of Lake City Code of  
96           Ordinances is hereby amended as follows:

97           **Sec. ~~70-136~~ 70-138 – 70-150. RESERVED.**

98   **SECTION 4: PROVIDING FOR CODIFICATION**

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

107 **SECTION 5: PROVIDING FOR SEVERABILITY**

108 If any clause, section, or other part or application of this Ordinance shall be held in any court of  
109 competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or  
110 application shall be considered as eliminated and shall not affect the validity of the remaining  
111 portions or applications which shall remain in full force and effect.

112 **SECTION 6: PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT**

113 All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are  
114 hereby repealed to the extent of such conflict.

115 **SECTION 7: PROVIDING FOR AN EFFECTIVE DATE**

116 This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

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

119 **PUBLICALLY NOTICED**, in a newspaper of general circulation in the City of Lake City, Florida, by  
120 the City Clerk of the City of Lake City, Florida, on the \_\_\_\_ day of March, 2026.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

14. City Council Ordinance No. 2026-2360 (first reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2360 on first reading

## ORDINANCE NO. 2026-2360

### CITY OF LAKE CITY, FLORIDA

1           **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE**  
2           **TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED;**  
3           **PURSUANT TO AN APPLICATION, CPA 26-02T, BY THE GROWTH**  
4           **MANAGEMENT DEPARTMENT OF THE CITY OF LAKE CITY, FLORIDA,**  
5           **UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS**  
6           **163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED;**  
7           **PROVIDING FOR AMENDING THE INTERGOVERNMENTAL**  
8           **COORDINATION ELEMENT OF THE COMPREHENSIVE PLAN BY ADDING**  
9           **OBJECTIVE VII.9 ENTITLED JOINT PLANNING AREA AND INTERLOCAL**  
10          **SERVICE BOUNDARY AGREEMENT TO THE INTERGOVERNMENTAL**  
11          **COORDINATION ELEMENT; MAKING FINDINGS OF FACT IN SUPPORT**  
12          **THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN**  
13          **CONFLICT; PROVIDING AN EFFECTIVE DATE**

14          **WHEREAS**, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City  
15          of Lake City, Florida, (the “City Council”) to prepare, adopt and implement a comprehensive plan;  
16          and

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

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

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

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

30          **WHEREAS**, the City Council held the required public hearing, with public notice having been  
31          provided, under the procedures established in Sections 163.3161 through 163.3248, Florida  
32          Statutes, as amended, on said application for an amendment, as described below, and at said  
33          public hearing, the City Council reviewed and considered all comments received during said

34 public hearing, including the recommendation of the Board, serving also as the LPA, as described  
35 below; and

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

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

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

43 1. Pursuant to an application, CPA 26-02T, by the Growth Management Department of the City  
44 of Lake City, Florida, to amend the text of the Comprehensive Plan, Objective 7.9 is hereby  
45 added to the Intergovernmental Coordination Element of the Comprehensive Plan to read,  
46 as follows:

47 **OBJECTIVE VII.9 JOINT PLANNING AREA AND INTERLOCAL SERVICE**  
48 **BOUNDARY AGREEMENT**

49 **The City of Lake City shall coordinate with Columbia**  
50 **County, Columbia County Board of County Commissioners**  
51 **as appropriate to establish a more comprehensive and**  
52 **integrated annexation process and create and adopt a**  
53 **Joint Planning Agreement establishing a Joint Planning**  
54 **Area.**

55 **Policy VII.9.1 A Municipal Service Area shall conform to the definition**  
56 **provided for “municipal service area” in Section**  
57 **171.202(f), Florida Statutes (2025)s.**

58 **Policy VII.9.2 A Joint Planning Agreement establishing a Joint Planning**  
59 **Area shall conform with Section 171.204, Florida**  
60 **Statutes and Section 163.3171, Florida Statutes.**

61 **Policy VII.9.3 A development to be provided utility services by the City**  
62 **of Lake City shall annex into the City of Lake City as a**  
63 **condition of connecting to utility services provided by**  
64 **the City of Lake City:**

65 a. **prior to the time utilities services are provided if the**  
66 **development is contiguous to the present boundary**  
67 **of the City of Lake City or otherwise is in a Municipal**  
68 **Service Area subject to a Joint Planning Agreement as**  
69 **part of an Interlocal Boundary Service Agreement; or**

70 b. after utilities services are provided if the  
71 development is not contiguous to the present  
72 boundary of the City of Lake City or is not otherwise  
73 in a Municipal Service Area subject to a Joint Planning  
74 Agreement as part of an Interlocal Boundary Service  
75 Agreement, provided the owner of the real property  
76 on which the development is situated executes an  
77 agreement with the City of Lake City that binds the  
78 present owner and such owners heirs, successors,  
79 and assigns committing to voluntarily annex such  
80 lands into the City of Lake City at the first such  
81 circumstance where such real property is eligible for  
82 annexation.

83 Policy VII.9.4 Annexations under a Joint Planning Agreement and  
84 Interlocal Service Boundary Agreement require the  
85 following;

- 86 a. An accurate legal description of the land to be  
87 annexed.
- 88 b. Shall be able to be provided public services as set  
89 forth in the Interlocal Boundary Service  
90 Agreement.
- 91 c. Shall be consistent with the City’s Comprehensive  
92 Plan.
- 93 d. Shall be completely within the Joint Planning  
94 Area.

95 Policy VII.9.5 Joint Planning Areas or Municipal Service Areas

96 Pursuant to Chapter 171, Part II, Florida Statutes,  
97 Columbia County and the City of Lake City have  
98 established an Interlocal Service Boundary Agreement  
99 (ISBA), Cornerstone Joint Planning Area, effective on  
100 December 18, 2025. The agreement allows the City to  
101 annex properties within the Joint Planning Area that  
102 would not otherwise be eligible for annexation subject  
103 to provisions established in the ISBA. This ISBA serves as  
104 the Joint Planning Agreement required by Section  
105 171.204, Florida Statutes.



110 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
111 ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall  
112 be deemed to be valid.

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

115 4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.  
116 The effective date of this plan amendment, if the amendment is not timely challenged, shall  
117 be thirty-one (31) days after the state land planning agency notifies the local government  
118 that the plan amendment package is complete. If the amendment is timely challenged, this  
119 amendment shall become effective on the date the state land planning agency or the  
120 Administration Commission enters a final order determining this adopted amendment to be  
121 in compliance.

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

125 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

126 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
127 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

15. City Council Ordinance No. 2026-2361 (first reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending Policy I.1.2 of the Future Land Use element under Mixed Use by changing the minimum percentage of non-residential uses from 50 to 15, the maximum residential uses from 40 to 75, adding requirements to the open space areas and by changing the residential density limits from 10 to 40 dwelling units based on gross acreage of the overall residential portion of the proposed mixed use land use classification; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Adopt City Council Ordinance No. 2026-2361 on first reading



35 Statutes, as amended, on said application for an amendment, as described below, and at said  
36 public hearing, the City Council reviewed and considered all comments received during said  
37 public hearing, including the recommendation of the Board, serving also as the LPA, as described  
38 below; and

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

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

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

- 46 1. Pursuant to an application, CPA 26-03T, by the Growth Management Department of the City  
47 of Lake City, Florida, to amend the text of the Comprehensive Plan, Policy I.1.2 of the Future  
48 Land Use Element is hereby amended to read, as follows:

49 **FUTURE LAND USE ELEMENT**

50 Policy I.1.2 The land development regulations of the City shall be based on  
51 and be consistent with the following land use classifications and  
52 corresponding standards for densities and intensities and shall  
53 establish the following floor area ratio(s) to be applied to each  
54 classification of land use:

55 **AGRICULTURAL**

56 Agriculturally classified lands are lands which are predominately  
57 used for crop cultivation, livestock, specialty farms, silviculture  
58 and dwelling units. In addition, the processing, storage and sale  
59 of agricultural products and commodities which are not raised on  
60 the premises, riding or boarding stables, commercial kennels,  
61 veterinary clinics and animal shelters, group homes, child care  
62 centers, home occupations, private clubs and lodges, off-site  
63 signs, cemeteries and crematories, and other similar uses  
64 compatible with agricultural uses may be approved as special  
65 exceptions and be subject to an intensity of less than or equal to  
66 1.0 floor area ratio.

67 Agricultural density shall be limited to less than or equal to 1  
68 dwelling unit per 10 acres.

69 **CONSERVATION**

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70 Lands classified as conservation use are lands devoted to the  
71 conservation of the unique natural functions within these lands.

72 Conservation uses shall be limited to public access, native  
73 vegetative community restoration, and residential and non-  
74 residential uses necessary to manage such conservation lands  
75 (i.e., ranger stations, research stations and park amenities).

76 PUBLIC

77 Lands classified as public consist of public buildings and grounds,  
78 other public facilities (including sewer facilities, solid waste  
79 facilities, drainage facilities and potable water facilities), public  
80 health facilities, and educational uses.

81 Public uses shall be limited to an intensity of less than or equal to  
82 1.0 floor area ratio.

83 RECREATION

84 Lands classified as recreation use consist of areas used for user  
85 based and resource based recreation uses.

86 Recreation uses shall be limited to an intensity of less than or  
87 equal to 0.25 floor area ratio.

88 RESIDENTIAL

89 Residential use classifications provide locations for dwelling units  
90 at low, moderate medium, and high density within the city as  
91 defined within this Comprehensive Plan. Public, charter, and  
92 private elementary and middle schools are permitted within low  
93 and moderate density residential land use classifications. Public,  
94 charter, and private elementary, middle schools and high schools  
95 are permitted in medium and high density residential land use  
96 classifications. In addition, churches and other houses of worship,  
97 golf courses, country clubs, racquet and tennis clubs, cemeteries  
98 and mausoleums, private clubs and lodges, home occupations,  
99 child care centers, group homes, commercial greenhouses and  
100 plant nurseries, and other similar uses compatible with residential  
101 uses may be approved as special exceptions and be subject to an  
102 intensity of less than or equal to 0.50 floor area ratio.

103 Where a lot, parcel or development is located within more than  
104 one residential density category the permitted density shall be

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105 calculated separately for each portion of land within the separate  
106 density categories.

107 Residential low density shall be limited to a density  
108 of less than or equal to 2.0  
109 dwelling units per acre.

110 Residential moderate density shall be limited to a density  
111 of less than or equal to 4.0  
112 dwelling units per acre.

113 Residential medium density shall be limited to a density  
114 of less than or equal to 8.0  
115 dwelling units per acre.

116 The medium density residential use classification can also provide  
117 location for professional and business activities along arterial and  
118 collector streets in transitional areas buffering residential  
119 neighborhoods from intensive non-residential areas and such  
120 activities shall be limited to an intensity of 1.0 floor area ratio.

121 Residential high density shall be limited to a density  
122 of less than or equal to 20.0  
123 dwelling units per acre.

124 COMMERCIAL

125 Lands classified as commercial use consist of areas used for the  
126 sale, rental, and distribution of products or performance of  
127 services, as well as public, charter and private elementary, middle  
128 and high schools. In addition, off-site signs, churches and other  
129 houses of worship, private clubs and lodges, residential dwelling  
130 units, which existed within this category on the date of adoption  
131 of this objective, and other similar uses compatible with  
132 commercial uses may be approved as special exceptions and be  
133 subject to an intensity of less than or equal to 0.25 floor area ratio  
134 except within the (CG) Commercial, General, (CI) Commercial,  
135 Intensive, (C-CBD) Commercial-Central Business District and (CHI)  
136 Commercial, Highway Interchange districts being subject to an  
137 intensity of less than or equal to 1.0 floor area ratio.

138 (CN) Commercial, Neighborhood uses shall be limited to an  
139 intensity of less than or equal to 0.25 floor area ratio. (CG)  
140 Commercial, General, (CI) Commercial, Intensive, (C-CBD)

141 Commercial-Central Business District and (CHI) Commercial,  
142 Highway Interchange districts shall be limited to an intensity of  
143 less than or equal to 1.0 floor area ratio.

144 INDUSTRIAL

145 Lands classified as industrial consist of areas used for the  
146 manufacturing, assembly, processing, or storage of products, as  
147 well as public, charter and private schools teaching industrial arts  
148 curriculum. In addition, off site signs, truck stops and automobile  
149 service stations, and other similar uses compatible with industrial  
150 uses may be approved as special exceptions.

151 Industrial uses shall be limited to an intensity of less than or equal  
152 to 1.0 floor area ratio.

153 MIXED USE

154 The mixed use land use classification is appropriate in locations  
155 where central water and wastewater facilities are available or  
156 planned to be available and shall be along arterial or collector  
157 roads where adequate capacity is available to meet the impacts  
158 of the proposed development as defined in the Concurrency  
159 Management System.

160 The purpose of the mixed use land use classification is to allow for  
161 development of an integrated mix of uses and to provide for the  
162 expansion of the City's economic base, while providing for  
163 affordable workforce housing opportunities in close proximity to  
164 places of employment.

165 A mixed use land use classification shall be comprised of non-  
166 residential, residential and open space/conservation uses as  
167 follows:

168	USES	MINIMUM %	MAXIMUM %
169	Non-Residential	<del>50</del> <u>15</u>	85
170	Residential	5	<del>40</del> <u>75</u>
171	Open Space	10	<u>If development is</u>
172			<u>under two (2) acres,</u>
173			<u>then no open space is</u>
174			<u>required. The space</u>
175			<u>required for open</u>

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176 space can be used for  
177 residential or non-  
178 residential if  
179 development is under  
180 two (2) acres.

181 The minimum and maximum percentages identified above shall  
182 be based on gross acreage of any proposed mixed use land use  
183 classification.

184 Non-Residential

185 Non-residential uses within the mixed use land use classifications  
186 may include the following; Light or Heavy Industrial, General  
187 Commercial, Office, Public Facilities or Infrastructure. Within the  
188 non-residential component of the Mixed Use land use  
189 classification, a minimum of fifty percent shall be industrial. Non-  
190 residential uses shall be limited to an intensity of no more than  
191 1.0 floor area ratio.

192 Residential

193 Housing options may include single family detached and attached  
194 units to multi-family units. Residential density shall not exceed  
195 ~~ten~~ forty (40) dwelling units per acre based on gross acreage of  
196 the overall residential portion of the proposed mixed use land use  
197 classification. The clustering of residential units and housing  
198 types is permitted and desired in order to maximize open space  
199 and to make efficient use of infrastructure as long as the overall  
200 gross density of ~~ten~~ forty (40) dwelling units per acre is not  
201 exceeded.

202 Open Space

203 Open space may include wetlands, upland buffers, passive  
204 recreational or landscape areas or linear open space, which may  
205 include such features as walkways, bike paths, plazas or other  
206 similar amenities. At least ten percent of the required open space  
207 shall be uplands. One-half of the required upland open space  
208 shall be useable for residents and employees of said  
209 development.

210 Development Standards

211 Central potable water and wastewater utilities can be provided  
212 by a public or private entity. Should central potable water and  
213 wastewater utilities not be available to the site at the time of a  
214 development permit being issued, then the development shall be  
215 limited to densities that prevent degradation of groundwater  
216 quality, as follows;

217 1. Non-residential uses are limited to those as specifically  
218 listed as principal uses and structures within the Commercial  
219 General and Industrial, Light and Warehousing zoning districts as  
220 defined within the Land Development Regulations;

221 2. Residential density does not exceed an overall gross density  
222 of two dwelling units per acre; and

223 3. The disposal of industrial, hazardous or toxic waste into  
224 septic tanks is prohibited in accordance with Chapter 381, Florida  
225 Statutes, as amended.

226 Where the installation, use and proper maintenance of  
227 technologically advanced wastewater treatment or septic  
228 systems are shown to be effective in maintaining groundwater  
229 quality, higher intensities and densities may be permitted.

230 The mixed use land use classification shall not be allowed in areas  
231 identified as environmentally sensitive area.

232 All development shall have access to paved roads. All internal  
233 roads shall be paved to City standards. Primary ingress/egress  
234 from the development area to external roadways shall be  
235 required to be improved in accordance to City standards, and  
236 centralized in order to minimize the number of access points to  
237 external roadways.

238 Residential and non-residential portions of the development shall  
239 be linked internal to the development by streets, sidewalks, and  
240 in some cases by separate systems of pedestrian, bike and/or golf  
241 cart paths.

242 All development shall comply with all other applicable  
243 requirements of this Comprehensive Plan and the Land  
244 Development Regulations.

245 2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause,  
246 phrase, or provision of this ordinance is for any reason held or declared to be

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247 unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such  
248 holding of invalidity or unconstitutionality shall not affect the remaining provisions of this  
249 ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall  
250 be deemed to be valid.

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

253 4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.  
254 The effective date of this plan amendment, if the amendment is not timely challenged, shall  
255 be thirty-one (31) days after the state land planning agency notifies the local government  
256 that the plan amendment package is complete. If the amendment is timely challenged, this  
257 amendment shall become effective on the date the state land planning agency or the  
258 Administration Commission enters a final order determining this adopted amendment to be  
259 in compliance.

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

263 **PASSED** upon first reading this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

264 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum  
265 present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

16. City Council Resolution No. 2026-007 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the State of Florida Department of Commerce for administration of grant funds from the State of Florida Department of Commerce Rural Infrastructure Fund; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the City Manager to execute and bind the City to said agreement; directing the City Manager to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>
3/16/2026

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Acceptance of Florida Commerce Rural Infrastructure Grant

**DEPT / OFFICE:** Finance Department

**Originator:** Dakota Braun

<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Angela Taylor-Moore	<b>Date</b> 3/4/2026
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**Recommended Action:**

Accept \$1,788,415 in grant funds from Florida Commerce.

**Summary Explanation & Background:**

In collaboration with AAR, formerly HAECO, the City applied for \$1,788,415 in Florida Commerce Rural Infrastructure Grant Funds to replace aging hangar roofs at the Lake City Airport. These hangars are owned by the City of Lake City and are leased by AAR. The total project cost is estimated to be \$2.3 million and AAR is committed to contribute up to \$2 million in matching funds to complete the project.

**Alternatives:** Reject the \$1,788,415 grant.

**Source of Funds:** Florida Commerce Rural Infrastructure Grant & AAR Inc.

**Financial Impact:** None

**Exhibits Attached:**

Florida Commerce Grant Agreement.  
Letter from AAR committing matching funds.

**RESOLUTION NO 2026 - 007**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF COMMERCE FOR ADMINISTRATION OF GRANT FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF COMMERCE RURAL INFRASTRUCTURE FUND; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CITY MANAGER TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Commerce (the “DOC”) administers certain grant funds through the Rural Infrastructure Fund that may be accessed by the City of Lake City (the “City”); and

**WHEREAS**, the DOC has awarded the City certain grant funds in the amount of one-million seven hundred eighty-eight thousand four hundred and fifteen dollars (\$1,788,415.00) (the “Awarded Funds”) as set forth in DOC Agreement No. D0337 (the “Agreement”); and

**WHEREAS**, the City will use the Awarded Funds to replace aging hangar roofs on hangars leased by AAR (“AAR”) from the City at the Lake City Gateway Airport (the “Project”); and

**WHEREAS**, AAR is committed to contribute up to two million dollars (\$2,000,000) in matching funds to complete the project; and

**WHEREAS**, the DOC and the City desire to enter into that certain contract to govern administration of the Awarded Funds by adopting the terms of the Agreement, in the form attached hereto; and

**WHEREAS**, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**GRANT AGREEMENT  
BETWEEN THE  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
AND  
CITY OF LAKE CITY, FLORIDA**

**THIS GRANT AGREEMENT NUMBER D0337** (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **City of Lake City, Florida**, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective upon mutual execution of the Commerce grant agreement (the “Effective Date”) and will expire: (a) 24 months following the effective date (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

**B. FUNDING**

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **One Million, Seven Hundred Eighty-Eight Thousand, Four Hundred Fifteen Dollars and Zero Cents (\$1,788,415.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay

any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. ([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2))

### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

**1. Section 215.971, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

**2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**5. Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

**6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

**7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

#### **G. TERMINATION AND FORCE MAJEURE**

**1. Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

**2. Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**4. Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

**5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's

officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## **J. ADVERTISING AND SPONSORSHIP DISCLOSURE**

**1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## **K. RECOUPMENT OF FUNDS**

**1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

**2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

**3. Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may

charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

**4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the

cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

#### **M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION**

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the

information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## **O. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

## **P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

#### **Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

#### **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from

time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## **T. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## **V. NOTIFICATION OF INSTANCES OF FRAUD**

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

## **W. NON-DISCRIMINATION**

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## **X. ASSIGNMENTS**

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## **Y. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## **Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION**

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

**2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**

**3. Attorneys' Fees/Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated herein.

**4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## **AA. INDEMNIFICATION**

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

**1.** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

**2.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

**3.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole

expense, and (3) assistance in defending the action at Grantee’s sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**

<b>Grantee’s Payee:</b>	<b>Grantee’s Agreement Manager:</b>
City of Lake City	Dakota Braun
205 N. Marion Ave.	205 N. Marion Ave.
City of Lake City, Florida 32055	City of Lake City, Florida 32055
Telephone: 386-752-2031, 386-719-5844	Telephone: 386-719-5794
Email: <a href="mailto:braund@lcfla.com">braund@lcfla.com</a> , cc: <a href="mailto:taylor@lcfla.com">taylor@lcfla.com</a>	Email: <a href="mailto:braund@lcfla.com">braund@lcfla.com</a>

**Commerce’s Agreement Manager:**

Brianna Mitchell
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8424
Email: <a href="mailto:Brianna.Mitchell@commerce.fl.gov">Brianna.Mitchell@commerce.fl.gov</a>

**CC. NOTICES**

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual’s personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity

on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

If applicable, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

#### **EE. FOREIGN INFLUENCE**

In accordance with section 286.101, F.S., if this Agreement has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

#### **FF. HUMAN TRAFFICKING**

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

If applicable, Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

*[Rest of page left intentionally blank; Attachments to follow after signature page]*

**IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and, in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand and agree to the terms and conditions of the Agreement and attachments as of the Effective Date.

**FLORIDA DEPARTMENT OF  
COMMERCE**

**CITY OF LAKE CITY, FLORIDA**

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
**J. Alex Kelly**

\_\_\_\_\_  
**Noah Walker**

Title \_\_\_\_\_  
**Secretary**

Title \_\_\_\_\_  
**Mayor**

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

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

Approved Date: \_\_\_\_\_

## ATTACHMENT 1 SCOPE OF WORK

### 1. PROJECT DESCRIPTION:

Under section 288.0655, Florida Statutes (“F.S.”), the Rural Infrastructure Fund (“RIF”) was created to facilitate the planning, preparing, and financing of infrastructure projects in rural communities in order to encourage job creation, capital investment, and strengthen and diversify rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S., which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S.

The City of Lake City (“Grantee”) will use funding to replace the roof on Hanger 1 and Hanger 2, located in the Lake City Airport.

**2. GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

#### A. Construction

1. Demolition and Removal of Roof
  - a. Remove and dispose of the existing hangar roof structure, including all associated materials and components, in compliance with environmental regulations, safety standards, and project specifications.
  
2. Construction of Roof
  - a. Install new hangar roof system using 8-inch purlins and 24-gauge standing seam roof panels, ensuring proper alignment, structural integrity, weatherproofing, and compliance with all applicable building codes and project specifications.
  - b. Conduct a comprehensive final inspection of the completed hangar roof installation to verify compliance with design specifications, structural integrity, safety standards, and regulatory requirements, and document all findings for project closeout.

**3. COMMERCE’S RESPONSIBILITIES:**

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement;
- B. Perform Agreement management responsibilities as stated herein;
- C. Reply to reasonable inquiries pursuant to the Agreement;
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

**4. DELIVERABLES:**

Grantee agrees to provide the following services as specified:

<b>Deliverable No. 1 – Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Grantee shall complete Construction activities in accordance with Section 2.A of this Scope of Work.	<p>The Grantee may request reimbursement upon 5% increments up to 95%, and 100% completion of identified task in accordance with Section 2.A of this Scope of Work, evidenced by submission to Commerce’s Agreement Manager of the following:</p> <ul style="list-style-type: none"> <li>1) Invoice package as defined in section 6 of this scope of work.</li> <li>2) Certification by a licensed engineer using AIA form G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project is complete.</li> <li>3) Copy of final Plans and Specifications.</li> <li>4) Copy of the final bid packet.</li> <li>5) Copy of meeting minutes reflecting approval of the contractor.</li> <li>6) Copy of required permits.</li> <li>7) At least five (5) before, during, and after photos.</li> </ul>	<p>Failure to complete the Minimum Level of Service as specified shall result in non-payment.</p> <p>Commerce shall withhold 5% of the total deliverable amount until Grantee provides proof to Commerce, and Commerce accepts that the deliverable is 100% complete.</p>

<b>TOTAL AWARD NOT TO EXCEED: \$1,788,415.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

**5. REPORTING:**

**5.1 Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee’s project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

**5.2 Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce’s Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

**5.3 Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**6.1** Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee’s expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee’s submission of each invoice package is Grantee’s certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at:

([https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337\\_2](https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2)). Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**6.2** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

**6.2.1** A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to Commerce in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

**6.2.2** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

**6.2.3** When applicable, a certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

**6.2.4** A copy of all supporting documentation for vendor payments;

**6.2.5** A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

**6.3** Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

**6.5** Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

**6.6** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

**6.6.1** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

**6.6.2** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's

assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

***- End of Attachment 1 (Scope of Work) -***

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance

received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity’s resources (i.e., the cost of such an audit must be paid from the recipient’s resources obtained from other than state entities).

**PART III: OTHER AUDIT REQUIREMENTS.**

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

N/A

**PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC’s website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

- a. Commerce at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@commerce.fl.gov">Audit@commerce.fl.gov</a>	or	Paper (hard copy): Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126
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- b. The Auditor General’s Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room

401 111 West Madison Street  
Tallahassee, Florida 32399-1450

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

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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**EXHIBIT 1 to Attachment 2**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: ***FLORIDA DEPARTMENT OF COMMERCE  
CSFA: 40.042  
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
\$1,788,415.00.***

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. ***ALL REQUIREMENTS OF THIS AGREEMENT.***
2. ***PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL  
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO  
\$1,788,415.00***

*NOTE: List applicable compliance requirements*

*NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.*

***- Remainder of Page Intentionally Left Blank -***

**Attachment 3**

**AUDIT COMPLIANCE CERTIFICATION**

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

FEIN: \_\_\_\_\_

Grantee's Fiscal Year: \_\_\_\_\_

Contact Person Name and Phone Number: \_\_\_\_\_

Contact Person Email Address: \_\_\_\_\_

- 1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? \_\_\_\_Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

- 2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative



February 24, 2026

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

Mr. Rosenthal:

AAR is an independent provider of aviation services to commercial and government customers worldwide. Our aftermarket expertise and award-winning solutions help customers increase efficiency and reduce costs while maintaining high levels of quality, service, and safety.

We are the largest independent maintenance, repair, and overhaul (MRO) provider in North America, operating eight certified MRO facilities in the United States and Canada. Our talented aircraft technicians and engineering staff perform major maintenance services and airframe repair, modifications, inspections, upgrades, refurbishments, and painting services on a range of aircraft platforms, including Airbus, Boeing, Bombardier, and Embraer.

We recently acquired the MRO operations in Lake City, Florida, formerly owned by HAECO Airframe Services, LLC. This MRO operates from a 60-year-old facility owned by the City of Lake City. While the facility remains operational, it is showing its age and will require targeted upgrades to support continued, efficient, and profitable operations. Below is an initial, prioritized list of facility improvement projects. As you are aware, Florida Commerce and the City have agreed to allow the recently awarded RIF funding—originally designated for the replacement of Hangar Zero—to be redirected to the first phase of this list: replacement of the roofs on Hangars 1 and 2.

Estimated Project Costs					
Hangar	Sq. Ft.		Base Cost	Contingency	Total Proj Cost
<b>Phase 1</b>					
1	78,978	Roof	\$ 910,099	\$ 135,357	\$ 1,045,456
2	97,133	Roof	\$1,092,116	\$ 162,428	\$ 1,254,544
1	78,978	Fire	\$1,560,000	\$ 156,000	\$ 1,716,000
2	97,133	Fire	\$2,010,000	\$ 201,000	\$ 2,211,000

The Hangar Zero project, for which the original grant award was issued, was estimated at \$1.788 million. The replacement of the roofs on Hangars 1 and 2 is currently estimated at a total project cost (TPC) of \$2.3 million. These estimates were developed through our internal competitive tender process and include a prudent contingency. We understand that the City will follow its own procurement process and that the final outcome of that process cannot be fully predicted.

In support of this project, we commit to covering the funding gap between the original grant award of \$1.788 million and the current bid amount, up to a maximum AAR contribution of \$2.0 million. Based on the prior bid results of approximately \$2.3 million, this represents an anticipated contribution of roughly \$511,000 above the grant award. This commitment is made with the expectation that the city’s procurement process will result in bid pricing at or below this level. Any bid requiring more than a \$2.0 million contribution from AAR (>\$3.788 million) would be subject to further discussion and mutual agreement between the parties.

In addition, while Hangar 1 and Hangar 2 are down for roof replacement we will be upgrading the fire suppression systems at our own additional investment of \$3,927,000.

Task/Activity Description	RIF Amount	Other Funds Amount	Source of Other funds	Total
H1 and H2 Roof Removal and Replacement	\$1,788,415	\$511,585	AAR Corp	\$ 2,300,000
H1 and H2 Fire Suppression Replacement	\$ 0.00	\$3,927,000	AAR Corp	\$3,927,000
<b>TOTAL PROJECT BUDGET:</b>	<b>\$ 1,788,415</b>	<b>\$ 4,438,585</b>		<b>\$ 6,227,000</b>

At present, our 2026 work plan projects total employment of approximately 565 personnel, including 50 contractors.

Thank you for your cooperation on this project and others to strengthen the airport infrastructure.



Thomas D. Hoferer

SVP, Repair & Engineering

December 18, 2025

The Honorable Noah Walker  
Mayor, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

Re: FY 25-26 Rural Infrastructure Fund Grants

Dear Mayor Walker,

We are pleased to inform you the request submitted by the City of Lake City has been approved for a Rural Infrastructure Fund Total Project Participation Grant in the amount of \$1,788,415. This funding will be used to replace a hangar at the Lake City Gateway Airport significantly damaged by Hurricane Idalia.

The grant award is effective December 18, 2025, contingent upon mutual execution of the FloridaCommerce grant agreement, which will expire 24 months following the effective date unless otherwise specified therein.

Please be advised that funds for this award may not be disbursed prior to the complete execution of the FloridaCommerce grant agreement. FloridaCommerce will communicate with the point of contact identified in the request to prepare agreement documents for review, approval, and execution. Following the completion of the agreement's preliminary review, a copy of the agreement will be emailed to Lake City for execution. The city's authorized person must sign and email a fully executed copy of the agreement to FloridaCommerce within 45 days of receiving the agreement.

If you have any questions about this award or the grant agreement, please contact Cristin Beshears, Community Program Manager by phone at (850) 717-8486 or by email at [Cristin.Beshears@Commerce.fl.gov](mailto:Cristin.Beshears@Commerce.fl.gov).

Sincerely,



Justin R. Domer, Deputy Secretary  
Division of Community Development



February 24, 2026

Florida Department of Commerce  
107 E Madison St – MSC 400  
Tallahassee, FL 32399-6508

To Whom It May Concern:

The leasehold infrastructure at the Lake City Airport has operated as a Maintenance, Repair and Overhaul (MRO) facility performing heavy commercial and military aircraft maintenance continuously for more than 60 years. In the early 1960's it operated under the banner of the Georgia-based Aero Corporation. Then, in the late 1990's, Aero was acquired by TIMCO. In 2018, TIMCO was acquired by HAECO and, recently, HAEO was acquired by AAR Corporation.

Regardless of which entity name is on the lease, I think it is fair to say that this leasehold infrastructure belongs to the North Florida Community and the tens of thousands of North Floridians who have repaired aircraft here.

The impact of this facility on the community over the last 60 years has been significant in terms of the local economy, careers, families, state and local fiscal contributions and investment in the community.

The construction of a central accumulation building along with the upgrade to our wastewater system was the first phase of \$20 million of leasehold improvements we have planned through 2027 – including new roofs and fire suppression throughout the facility, employee breakroom renovation and electrical upgrades. These improvements are focused on increasing our capacity to meet market demand.

We anticipate this investment will result in the retention of our present 525-member workforce. We project the average hourly wage for these new positions will be \$26.50.

I would also like to highlight another AAR capital investment – our workforce. AAR is committed to hiring and training local North Floridians. This has always been a part of the Lake City business model. Each year we hire a significant number of entry-level employees for the sole purpose of offering them a career in the aviation industry. Some are transitioning from other industries, and some are just starting their employment journey. Through our Registered Apprenticeship Program (RAP), our On-the-job training (OJT), and our mentorship program, we offer these employees the opportunity to build a career in aviation. Our commitment to this

capital investment has been evident throughout our history and is a key to our success going forward.

Thank you for your consideration of the city's request for infrastructure funding. I'm sure you will agree that this facility demonstrates the kind of proven track record that lends confidence to the projected returns on this investment.

A handwritten signature in black ink, appearing to read "Th. D. Hoferer". The signature is fluid and cursive, with a large initial "Th" and a long, sweeping underline.

Thomas D. Hoferer

SVP, Repair & Engineering

**File Attachments for Item:**

17. City Council Resolution No. 2026-035 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Invitation to Bid Number 006-2026 for the aviation fuels annual contract at the Lake City Gateway Airport; awarding said bid to Eastern Aviation Fuels, Inc., a North Carolina Corporation DBA Titan Aviation Fuels; approving the agreement with said vendor; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

<b>MEETING DATE</b>

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT:** Aviation Fuels Annual Contract

**DEPT / OFFICE:** Airport

<b>Originator:</b> Brenda Karr		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Ed Bunnell	<b>Date</b> 2/17/2026
<b>Recommended Action:</b> Request approval to accept lowest bid from ITB-006-2026 with Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels for the Aviation Fuels Annual Contract.		
<b>Summary Explanation &amp; Background:</b>  This is for an annual aviation fuels contract. ITB was posted on 1/6/26 and ended on 2/5/2026. Eastern Aviation Fuels, Inc. dba Titan Aviation Fuels was the lowest bidder out of the five proposals received. This is an annual budgeted expense for the Airport department. Initial term will be for three years, with an extension of two additional one year periods.		
<b>Alternatives:</b>  Not accept bid.		
<b>Source of Funds:</b>  Budgeted in: 140.60.542-030.52 Aviation Fuel for Resale		
<b>Financial Impact:</b>		
<b>Exhibits Attached:</b> ITB-006-2026 Solicitation, Bid Tabulation, Titan Proposal, Contract		



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

**EVALUATION TABULATION**

ITB No. ITB-006-2026

AVIATION FUELS ANNUAL CONTRACT

RESPONSE DEADLINE: February 5, 2026 at 2:00 pm

Report Generated: Tuesday, February 17, 2026

**SELECTED VENDOR TOTALS**

Vendor	Total
Campbell Oil Company	\$18.1276
Eastern Aviation Fuels, INC dba Titan Aviation Fuels	\$21.376
Ascent Aviation Group, Inc.	\$21.6007
Avfuel Corporation	\$22.0152
Associated Energy Group, LLC	\$22.3022
<b>Total</b>	<b>\$3,073a</b>

**AVIATION FUELS- AV GAS** (Table 1 of 2)

*With correction from  
 email on 2-12-26.  
 Bhow*

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

Selected	AVIATION FUELS- AV GAS				Ascent Aviation Group, Inc.			Associated Energy Group, LLC			Avfuel Corporation			Campbell Oil Company		
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment
X	1	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINA L ON OCTOBER 1ST, 2025	1	GALLON	\$3.1307	\$3.1307		\$3.2307	\$3.2307		\$3.2316	\$3.2316		\$3.34	\$3.34	
X	2	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINA L ON NOVEMBER 1ST, 2025	1	GALLON	\$2.8531	\$2.8531		\$2.9531	\$2.9531		\$2.954	\$2.954		\$3.06	\$3.06	

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

Selected	AVIATION FUELS- AV GAS				Ascent Aviation Group, Inc.				Associated Energy Group, LLC				Avfuel Corporation				Cambell Oil Company			
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment	
X	3	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1ST, 2025	1	GALLON	\$3.0226	\$3.0226		\$3.1235	\$3.1235		\$3.1226	\$3.1226		\$3.1235	\$3.1235		\$3.06	\$3.06		
X	4	AVGAS FIXED MARKUP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.05	\$0.05		\$0.01	\$0.01		\$0.01	\$0.01		\$0.01	\$0.01		\$0.03	\$0.03		
X	5	AVGAS FIXED FRIEGHT COST	1	GALLON	\$0.099	\$0.099		\$0.1025	\$0.1025		\$0.1025	\$0.1025		\$0.1118	\$0.1118		<del>-\$2.8575</del> 0.1140	<del>-\$2.8575</del> 0.1140		
X	6	AV GAS RACK PRICE DATE OF JANUARY 31ST 2026	1	GALLON	\$3.0022	\$3.0022		\$3.0922	\$3.0922		\$3.0922	\$3.0922		\$3.0931	\$3.0931		\$3.20	\$3.20		
Total						\$12.1576			\$12.5111			\$12.524			\$9.8325			12.9040		

Correction Per email on 11/12/20

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

AVIATION FUELS- AV GAS (Table 2 of 2)

Selected		Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1ST, 2025	1	GALLON	\$3.1207	\$3.1207		
X	2	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON NOVEMBER 1ST, 2025	1	GALLON	\$2.8431	\$2.8431		
X	3	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1ST, 2025	1	GALLON	\$3.0126	\$3.0126		
X	4	AVGAS FIXED MARKUP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.05	\$0.05		

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

AVIATION FUELS- AV GAS										
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Eastern Aviation Fuels, INC dba Titan Aviation Fuels			
X	5	AVGAS FIXED FRIEGHT COST	1	GALLON	\$0.1277	\$0.1277				
X	6	AV GAS RACK PRICE DATE OF JANUARY 31ST 2026	1	GALLON	\$2.8716	\$2.8716				
Total						\$12.0257				

AVIATION FUELS- JET A WITH PRIST PREMIXED (Table 1 of 2)

AVIATION FUELS- JET A WITH PRIST PREMIXED										
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comment	Unit Cost	Total	Comment
X	1	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1ST 2025	1	GALLON	\$2.3283	\$2.3283		\$2.4333	\$2.4333	
								\$2.3506	\$2.3506	
								\$2.4503	\$2.4503	

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

Selected	Line Item	Description	Quantity	Unit of Measure	Ascent Aviation Group, Inc.			Associated Energy Group, LLC			Avfuel Corporation			Campbell Oil Company		
					Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment
X	2	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINA L ON NOVEMBER 1ST 2025	1	GALLON	\$2.2836	\$2.2836		\$2.3886	\$2.3886		\$2.3059	\$2.3059		\$2.4056	\$2.4056	
X	3	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINA L ON DECEMBER 1ST 2025	1	GALLON	\$2.4118	\$2.4118		\$2.5168	\$2.5168		\$2.4341	\$2.4341		\$2.5338	\$2.5338	

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

AVIATION FUELS- JET A WITH PRIST PREMIXED		Ascent Aviation Group, Inc.			Associated Energy Group, LLC			Avfuel Corporation			Campbell Oil Company		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comment	Unit Cost	Total	Comment	Unit Cost	Total	Comment
					\$	\$	\$	\$	\$	\$	\$	\$	\$
X	4	JET A WITH PRIST PREMIXED FIXED MARKUP IN CENTS BASED ON MINIMUM	1	GALLON	\$0.03	\$0.03		\$0.025	\$0.025		\$0.03	\$0.03	
X	5	JET A WITH PRIST PREMIXED FIXED FRIEGHT COST	1	GALLON	\$0.105	\$0.105		\$0.0699	\$0.0699		-\$1.8375	-\$1.8375	
X	6	JET A WITH PRIST PREMIXED RACK PRICE DATE JANUARY 31ST 2026	1	GALLON	\$2.2844	\$2.2844		\$2.3057	\$2.3057		\$2.4079	\$2.4079	
	Total					\$9.4431			\$9.4912			\$7.9901	9.91636

Correction per email on 1/11/26

AVIATION FUELS- JET A WITH PRIST PREMIXED (Table 2 of 2)

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

AVIATION FUELS- JET A WITH PRIST PREMIXED							Eastern Aviation Fuels, INC dba Titan Aviation Fuels	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	
X	1	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1ST 2025	1	GALLON	\$2.3383	\$2.3383		
X	2	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON NOVEMBER 1ST 2025	1	GALLON	\$2.2936	\$2.2936		
X	3	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1ST 2025	1	GALLON	\$2.4218	\$2.4218		
X	4	JET A WITH PRIST PREMIXED FIXED MARKUP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.03	\$0.03		

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

AVIATION FUELS- JET A WITH PRIST PREMIXED										Eastern Aviation Fuels, INC dba Titan Aviation Fuels			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Comments				
X	5	JET A WITH PRIST PREMIXED FIXED FRIEGHT COST	1	GALLON	\$0.1544	\$0.1544							
X	6	JET A WITH PRIST PREMIXED RACK PRICE DATE JANUARY 31ST 2026	1	GALLON	\$2.1122	\$2.1122							
Total								\$9.3503					

LOCATION - AV GAS (Table 1 of 2)

LOCATION - AV GAS										Avfuel Corporation				Campbell Oil Company			
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Comments	Unit Cost	Total	Unit Cost	Total	Comments			
X	1	AV GAS LOCATIO N OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATIO N	\$0.00	\$0.00	\$0.00	\$0.00	Chevron/Port Tampa, FL	\$0.00	\$0.00	\$0.1425	\$0.1425	Tampa, FL			
Total						\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.1425	\$0.1425	Savanah, GA			

LOCATION - AV GAS (Table 2 of 2)

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

LOCATION - AV GAS										
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	Unit Cost	Total	Comments
X	1	AV GAS LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Tampa, FL	\$0.00	\$0.00	Tampa, FL
Total						\$0.00			\$0.00	

LOCATION- JET A WITH PRIST PREMIXED (Table 1 of 2)

LOCATION- JET A WITH PRIST PREMIXED										
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	Unit Cost	Total	Comments
X	1	JET A LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	TAMPA, FL	\$0.00	\$0.00	World Point/Jacksonville, FL
Total						\$0.00			\$0.00	

LOCATION- JET A WITH PRIST PREMIXED (Table 2 of 2)

LOCATION- JET A WITH PRIST PREMIXED										
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments	Unit Cost	Total	Comments
							Avfuel Corporation			Campbell Oil Company
							Associated Energy Group, LLC			Avfuel Corporation
							Ascent Aviation Group, Inc.			Avfuel Corporation
							World Point/Jacksonville, FL			World Point/Jacksonville, FL
							TAMPA, FL			TAMPA, FL
							Jacksonville, FL			Jacksonville, FL
							Cape Canaveral, FL			Cape Canaveral, FL
Total						\$0.1625			\$0.1625	

EVALUATION TABULATION  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	JET A LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Cape Canaveral, FL
<b>Total</b>							\$0.00

## RESOLUTION NO 2026 - 035

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN INVITATION TO BID NUMBER 006-2026 FOR THE AVIATION FUELS ANNUAL CONTRACT AT THE LAKE CITY GATEWAY AIRPORT; AWARDING SAID BID TO EASTERN AVIATION FUELS, INC., A NORTH CAROLINA CORPORATION DBA TITAN AVIATION FUELS; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Invitation to Bid Number 006-2026 (the "ITB") for the aviation fuels annual contract at the Lake City Gateway Airport (the "Services"); and

**WHEREAS**, Eastern Aviation Fuels, Inc., a North Carolina corporation dba Titan Aviation Fuels (the "Vendor") was the lowest bidder responding to the ITB; and

**WHEREAS**, the City desires to and does accept the Vendor's bid; and

**WHEREAS**, pursuant to the ITB the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Accepting the Vendor's bid pursuant to the evaluation and tabulation results arising from the ITB, and engaging the Vendor to provide the Services in the Agreement is in the public or

community interest and for public welfare; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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



## City of Lake City

# Standard Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is made as of Wednesday, April 1, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and Eastern Aviation Fuels, INC ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to ITB-006-2026 (the "Procurement Document") for AVIATION FUELS ANNUAL CONTRACT; and

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

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

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

### 1. Definitions

1. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
2. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
3. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of

a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.

4. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to, temporary and/or leased employees, who are providing the Services at any time during the project term.
5. "Services" means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

## **2. Conditions Precedent**

This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section "Services", and the insurance coverage(s) required in Section "Liability and Insurance", within ten (10) days of the Effective Date. No Services shall be performed by the Contractor, and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

## **3. Services**

The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibit A attached hereto.

### **Services Requiring Prior Approval**

Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Ed Bunnell.

### **Additional Services**

From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**De-scoping of Services**

The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**Independent Contractor Status and Compliance with the Immigration Reform and Control Act**

Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**Non-Exclusive Services**

This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.

**Project Monitoring**

During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement****Initial Term**

The term of this Agreement shall commence on Wednesday, April 1, 2026, and shall remain in full force and effect for 3 years, or until termination of the Agreement, whichever occurs first.

**Term Extension**

The Parties may extend the term of this Agreement for two (2) additional one (1) year periods pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

**5. Compensation and Method of Payment****Payment Details (Unit Cost)**

The City agrees to pay the Contractor at the following unit cost: the unit cost set out in Exhibit E attached hereto, upon submittal of an invoice as required herein.

**Travel Expenses**

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

**Taxes**

Contractors acknowledge that the City is not subject to any state or federal sales, use, transportation, or certain excise taxes.

## Payments (Exhibit)

Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred, with such documentation as required by the City. Invoices shall be submitted to: as provided in the Exhibit "C" attached hereto.

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

## 6. Personnel

### Qualified Personnel

Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

### Approval and Replacement of Personnel

The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe, and the provisions of Section "Events of Default" shall apply if minimum required staffing is not maintained.

## 7. Termination

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

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section "Confidential Information and Public Records"; (3) Contractor fails to gain acceptance of a deliverable per Section "Acceptance of Services", if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have

thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

- 3. Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section "Events of Default", the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

#### **City Default -- Provisions and Remedies of Contractor**

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

#### **Termination for Convenience**

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

#### **8. Time is of the Essence**

Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

#### **9. Confidential Information and Public Records**

##### **City Confidential Information**

Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

##### **Contractor Confidential Information**

All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited

to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

### **Public Records**

Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

1. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
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 Chapter 119, 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 term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
4. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

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

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

**Mailing Address**

**205 North Marion Avenue,**

**Lake City, Florida 32055.**

**10. Audit**

Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the City reserves the right to examine and/or audit such records.

**11. Compliance with Laws**

Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance****Insurance**

Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

**Indemnification**

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

**Liability**

Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

**Contractor's Taxes**

The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or

Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

#### **14. City's Funding**

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

#### **15. Acceptance of Services**

For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the City's written notice will specify any required changes, deficiencies, and/or additions. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.

#### **16. Subcontracting/Assignment**

##### **Subcontracting**

Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.

##### **Assignment**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

#### **17. Survival**

The following provisions shall survive the expiration or termination of the Term of this Agreement: "Termination", "Confidential Information and Public Records", "Audit", "Liability and Insurance", "Right to Ownership", "Severability", and any other which by their nature would survive termination.

**18. Notices**

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

**To the Contractor:**

Eastern Aviation Fuels, INC dba Titan Aviation Fuels  
601 McCarthy Blvd  
New Bern, NC 28562

**To the City:**

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

**With a copy to:**

Lake City Gateway Airport  
  
Attn: Ed Bunnell  
3524 East US HWY 90  
Lake City, FL 32055

**19. Conflict of Interest**

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

**20. Right to Ownership**

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

**21. E-Verify**

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

1. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
2. 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.
3. 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.
4. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
5. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

**22. Amendment**

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

**23. Severability**

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

**24. Applicable Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to,

or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**25. Costs of Legal Actions and Attorneys' Fees**

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

**26. Waiver**

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

**27. Due Authority**

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

**28. No Third Party Beneficiary**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries hereto.

**29. Entire Agreement**

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either oral or written.

The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof, which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City, unless such provision is expressly set forth herein.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

**(Signature Page Follows)**

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

[REPLACE THIS WITH CONTRACTOR NAME]

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

By \_\_\_\_\_, its \_\_\_\_\_

\_\_\_\_\_  
Noah Walker, Mayor

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

\_\_\_\_\_  
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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

**EXHIBIT A**

**STATEMENT OF WORK**

The successful bidder(s) shall provide all labor, materials, equipment, transportation, and incidentals necessary to supply and deliver aviation fuel, including but not limited to:

**AVIATION FUELS:**

**A. PRODUCTS/SPECIFICATIONS:**

1. Avgas 100LL – meets or exceeds ASTM (American Society of Testing & Materials) 910.
2. Jet A with Prist fuel additive pre-mixed - meets or exceeds ASTM 1655.

**B. QUANTITY/TERM:**

1. Avgas 100LL – approximately 40,000 – 60,000 gallons per year.
2. Jet A – approximately 60,000 – 600,000 gallons per year.
3. All deliveries must be in full transport amounts not less than 7,500 gallons, unless fire levels elevate during such fire seasons as Lake City Gateway Airport is home to the United States Department of Agriculture (Forestry Division) and demand may require periodic short orders as fuel volume is depleted.
4. During such fire seasons and when fuel demand increases for U.S.D.A. aircraft providing life safety sorties, the supplier will assist with the location and delivery of additional/loaner fuel truck/s. These trucks must have sufficient capacity and performance to meet fuel demand during such periods. The supplier must be able to provide a loaner JET-A Refueling Truck, as needed during wildfire activity, at no cost to the city.

EXHIBIT B  
INSURANCE REQUIREMENTS

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

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

**PAYMENT/INVOICES:**

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department  
Attn: Accounts Payable  
City of Lake City  
205 North Marion Avenue  
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

**INVOICE INFORMATION:**

**Contractor Information..** Company name, mailing address, phone number, contact name and email address as provided on the PO

**Remit To .....**Billing address to which you are requesting payment be sent

**Invoice Date .....**Creation date of the invoice

**Invoice Number .....**Company tracking number

**Shipping Address.....**Address where goods and/or services were delivered

**Ordering Department .....**Name of ordering department, including name and phone number of contact person

**PO Number .....**Standard purchase order number

**Ship Date .....**Date the goods/services were sent/provided

**Quantity.....**Quantity of goods or services billed

**Description.....**Description of services or goods delivered

**Unit Price .....**Unit price for the quantity of goods/services delivered

**Line Total.....**Amount due by line item

**Invoice Total.....**Sum of all of the line totals for the invoice

## DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
  - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

Exhibit E  
PRICING

AVIATION FUELS ANNUAL CONTRACT

SELECTED VENDOR TOTALS

Vendor	Total
Eastern Aviation Fuels, INC dba Titan Aviation Fuels	\$21.376

AVIATION FUELS- AV GAS

AVIATION FUELS- AV GAS					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1ST, 2025	1	GALLON	\$3.1207	\$3.1207	
X	2	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON NOVEMBER 1ST, 2025	1	GALLON	\$2.8431	\$2.8431	

EXHIBIT E (Cont'd)

AVIATION FUELS- AV GAS					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	3	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1 <sup>ST</sup> , 2025	1	GALLON	\$3.0126	\$3.0126	
X	4	AVGAS FIXED MARKUP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.05	\$0.05	
X	5	AVGAS FIXED FRIEGHT COST	1	GALLON	\$0.1277	\$0.1277	
X	6	AV GAS RACK PRICE DATE OF JANUARY 31 <sup>ST</sup> 2026	1	GALLON	\$2.8716	\$2.8716	
Total						\$12.0257	

AVIATION FUELS- JET A WITH PRIST PREMIXED

EXHIBIT E (Cont'd)

AVIATION FUELS- JET A WITH PRIST PREMIXED					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1 <sup>ST</sup> 2025	1	GALLON	\$2.3383	\$2.3383	
X	2	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON NOVEMBER 1 <sup>ST</sup> 2025	1	GALLON	\$2.2936	\$2.2936	
X	3	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1 <sup>ST</sup> 2025	1	GALLON	\$2.4218	\$2.4218	
X	4	JET A WITH PRIST PREMIXED FIXED MARKUP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.03	\$0.03	

EXHIBIT E (Cont'd)

AVIATION FUELS- JET A WITH PRIST PREMIXED					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	5	JET A WITH PRIST PREMIXED FIXED FRIEGHT COST	1	GALLON	\$0.1544	\$0.1544	
X	6	JET A WITH PRIST PREMIXED RACK PRICE DATE JANUARY 31 <sup>ST</sup> 2026	1	GALLON	\$2.1122	\$2.1122	
Total						\$9.3503	

LOCATION – AV GAS

LOCATION – AV GAS					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	AV GAS LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Tampa, FL
Total						\$0.00	

LOCATION- JET A WITH PRIST PREMIXED

EXHIBIT E (Cont'd)

LOCATION- JET A WITH PRIST PREMIXED					Eastern Aviation Fuels, INC dba Titan Aviation Fuels		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
X	1	JET A LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Cape Canaveral, FL
Total						\$0.00	



**[EASTERN AVIATION FUELS, INC DBA TITAN AVIATION FUELS] RESPONSE DOCUMENT REPORT**

ITB No. ITB-006-2026

AVIATION FUELS ANNUAL CONTRACT

RESPONSE DEADLINE: February 5, 2026 at 2:00 pm

Report Generated: Tuesday, February 17, 2026

**Eastern Aviation Fuels, INC dba Titan Aviation Fuels Response**

**CONTACT INFORMATION**

**Company:**

Eastern Aviation Fuels, INC dba Titan Aviation Fuels

**Email:**

deron.webb@titanfuels.aero

**Contact:**

Deron Webb

**Address:**

601 Mccarthy Blvd  
New Bern, North Carolina, NC 28562

**Phone:**

(252) 933-4533

**Website:**

[www.titanfuels.aero](http://www.titanfuels.aero)

**Submission Date:**

Feb 5, 2026 12:03 PM (Eastern Time)

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed Jan 28, 2026 9:35 AM by Deron Webb*

## QUESTIONNAIRE

### 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: \_\_\_\_\_

1. Palatka Municipal Airport,  
4015 Reid St., Palatka, FL 32177  
904-504-6430

Yul McNair

[ymcnair@palatka-fl.gov](mailto:ymcnair@palatka-fl.gov)

15 years

2. Williston Municipal Airport

1800 SW 19<sup>th</sup> Ave., Williston, FL 32696

352-266-5792

Benton Stegall

[bentonstegall@willistonfl.gov](mailto:bentonstegall@willistonfl.gov)

10 years

3. Punta Gorda Airport

27450 Challenger Blvd., Punta Gorda, FL 33982

941-639-4119

Eric Berg

[eberg@flypgd.com](mailto:eberg@flypgd.com)

26 years

## 2. Title and Organization\*

Please provide your title and organization's name.

Regional Sales Manager, Titan Aviation Fuels

## 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".

North Port, Florida

**4. Principal Office\***

Please provide the city and state for your Principal Office.

New Bern, North Carolina

**5. Conflict of Interest Statement\***

1. The above named entity is submitting a Bid for the City of Lake City ITB-006-2026 described as AVIATION FUELS ANNUAL CONTRACT.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

9. 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.

Confirmed

**6. Disputes Disclosure Form\***

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

None

**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".

N/A

**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.

Confirmed

**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”.

Confirmed

#### **10. Non-Collusion Affidavit\***

1. 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-006-2026, AVIATION FUELS ANNUAL CONTRACT;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;

4. 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;
5. 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.

Confirmed

#### **11. Human Trafficking Affidavit\***

Please download the below documents, complete, and upload.

- [Human Trafficking \(4\).docx](#)

Scan2026-01-20\_081958.pdf

#### **12. E-Verify Affirmation Statement\***

ITB-006-2026-AVIATION FUELS ANNUAL 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.

Confirmed

**13. 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.

Confirmed

**14. 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".

N/A

**15. Federal Identification No. (FEID)\***

Please provide your FEIN number here.

56-1101119

**16. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes Acknowledgments\***

1. This sworn statement is submitted with ITB-006-2026.
2. 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.
3. 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.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. 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.
5. 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.

Confirmed

**17. 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.

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.

**18. Required Documents**

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

No response submitted

**19. Describe Action Taken**

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

N/A

**20. Documents**

Please upload any additional bid documents.

TITAN\_Overview\_Template\_2025\_(Lake\_City\_Gateway\_Airport)\_2\_(1).pdf

**PRICE TABLES**

**AVIATION FUELS- AV GAS**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON OCTOBER 1ST, 2025	1	GALLON	\$3.1207	\$3.1207	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
2	AVGAS (RACK PRICE) COST PER GALLO N AT CLOSE ST PRIMA RY TERMI NAL ON NOVE MBER 1ST, 2025	1	GALLO N	\$2.843 1	\$2.843 1	

[EASTERN AVIATION FUELS, INC DBA TITAN AVIATION FUELS] RESPONSE DOCUMENT REPORT  
 ITB No. ITB-006-2026  
 AVIATION FUELS ANNUAL CONTRACT

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
3	AVGAS (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1ST, 2025	1	GALLON	\$3.0126	\$3.0126	
4	AVGAS FIXED MARK UP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.05	\$0.05	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
5	AVGAS FIXED FRIEG HT COST	1	GALLO N	\$0.127 7	\$0.127 7	
6	AV GAS RACK PRICE DATE OF JANUA RY 31ST 2026	1	GALLO N	\$2.871 6	\$2.871 6	
<b>TOTAL</b>					<b>\$12.02 57</b>	

**AVIATION FUELS- JET A WITH PRIST PREMIXED**

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	JET A (RACK PRICE) COST PER GALLO N AT CLOSE ST PRIMA RY TERMI NAL ON OCTO BER 1ST 2025	1	GALLO N	\$2.338 3	\$2.338 3	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
2	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON NOVEMBER 1ST 2025	1	GALLON	\$2.2936	\$2.2936	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
3	JET A (RACK PRICE) COST PER GALLON AT CLOSEST PRIMARY TERMINAL ON DECEMBER 1ST 2025	1	GALLON	\$2.4218	\$2.4218	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
4	JET A WITH PRIST PREMIXED FIXED MARK UP IN CENTS BASED ON NO MINIMUM	1	GALLON	\$0.03	\$0.03	
5	JET A WITH PRIST PREMIXED FIXED FRIEGHT COST	1	GALLON	\$0.1544	\$0.1544	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
6	JET A WITH PRIST PREMIUM RACK PRICE DATE JANUARY 31ST 2026	1	GALLON	\$2.1122	\$2.1122	
<b>TOTAL</b>					<b>\$9.3503</b>	

LOCATION - AV GAS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	AV GAS LOCATION OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Tampa, FL
<b>TOTAL</b>					<b>\$0.00</b>	

LOCATION- JET A WITH PRIST PREMIXED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	JET A LOCATIONS OF CLOSEST PRIMARY TERMINAL WHICH WILL BE USED	1	LOCATION	\$0.00	\$0.00	Cape Canaveral, FL
<b>TOTAL</b>					<b>\$0.00</b>	

# HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I currently serve as REGIONAL SALES MANAGER (Role) of TITAN AVIATION FUELS (Company).
3. TITAN AVIATION FUELS (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.
4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I DERON S. WEBB REGIONAL SALES MANAGER (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

## COMPANY

TITAN AVIATION FUELS  
NAME OF BUSINESS ENTITY

D. S. W.  
SIGNATURE

DERON S. WEBB REGIONAL SALES MGR.  
TYPE NAME AND TITLE



The central graphic is a vertical rectangle with a dark blue background featuring a white dot pattern. At the top right is a blue palm tree icon. Below it, the text 'CITY OF LAKE CITY' is written in gold, with 'LAKE CITY' in a larger font. Underneath, 'Florida's Gateway Est. 1859' is written in a smaller blue font. At the bottom, the text 'PROPOSAL TO SUPPLY AVIATION FUEL TO:' is in white, followed by 'Lake City Gateway Airport' and 'February 5, 2026' in a smaller white font.

**Prepared by:**  
Deron S. Webb  
[deron.webb@titanfuels.aero](mailto:deron.webb@titanfuels.aero)  
252-933-4533

**Submitted by:**  
TITAN Aviation Fuels  
601 McCarthy Blvd  
New Bern, NC 28562



February 5<sup>th</sup>, 2026

Lake City Gateway Airport  
3524 East US HWY 90  
Lake City, FL 32055

TITAN Aviation Fuels is submitting the following proposal to continue to service Lake City Gateway Airport as a TITAN Aviation Fuels branded dealer. Having been a trusted member of the aviation community for over 50 years, we have developed a network of 665 plus branded locations throughout North America. Titan Aviation Fuels is a North Carolina company based in New Bern, NC which was started in 1975.

TITAN Aviation Fuels has provided Lake City Gateway Airport quality fuel, marketing programs, DLA Military inspection and bid support, refueling equipment, supplies, credit card processing, and quality control. We have been successful providing quality assurance, communication, transparency, safety programs and designing best practices for the success of both of our businesses.

This proposal will outline our ability to continue to support your operation as specified in the RFP. I look forward to the opportunity to continue a long-term business relationship with Lake City Gateway Airport as a member of the TITAN Aviation Fuels branded Network.

Names and contact information of the people who will be authorized to make representations for TITAN Aviation Fuels.

- Deron S. Webb (Southeast Regional Sales Manager) [dwebb@titanfuels.aero](mailto:dwebb@titanfuels.aero) cell: 252-933-4533
- Chuck Buckland (Vice President Sales – East) [cbuckland@titanfuels.aero](mailto:cbuckland@titanfuels.aero) cell: 252-671-1759
- David Sierzant (SVP Contract Fuels) [david@titanfuels.aero](mailto:david@titanfuels.aero) cell: 912-313-6018
- Laura Santucci (Contract Fuel Sales Southeast) [laura.santucci@titanfuels.aero](mailto:laura.santucci@titanfuels.aero) cell: 561-245-1301

I look forward to your response and feel free to contact me with any questions.

Best regards,

**Deron S. Webb**

Deron S. Webb, Southeast Regional Sales Manager  
TITAN Aviation Fuels  
[Deron.webb@titanfuels.aero](mailto:Deron.webb@titanfuels.aero)  
Cell 252-933-4533

This proposal contains confidential information



# FUELING SUCCESS SINCE 1975

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**VOTED #1 AVIATION FUEL BRAND IN 2025**

## TITAN AVIATION FUELS EXPERIENCE

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TITAN Aviation Fuels was founded by Robert L. Stallings, III in 1975 as a wholesale aviation fuel distributor. He combined his knowledge of the petroleum industry gained from working in an automotive fuel business and his love for aviation by creating a fuel supply and marketing company dedicated to the sale of aviation fuels.

**TITAN provides fuel and services globally and is a leading supplier in the United States. Established over 50 years ago, TITAN is focused 100% on the aviation market.** Our supply coverage extends throughout North America, the Caribbean, Europe, Africa, and beyond.. TITAN serves thousands of customers including approximately 650 TITAN branded locations, airports, airlines, helicopter companies, corporate flight departments, freight companies, the military and aerial applicators.

Many of our team members are pilots which provides them first-hand knowledge of the industry. **Our passion and dedication to the aviation industry are evident in our continued innovation and development of new services and products that benefit our customer base and the aviation industry.** TITAN's sales staff have decades of sales experience.

### WHAT SETS US APART:

- 100% commitment to the aviation market through card membership, product, sales, and support
- **650+ TITAN branded FBOs**
- 2,500 fueling locations around the world
- 200+ dedicated employees who are customer service oriented
- **One of the largest fleets of aviation refuelers to meet our customers daily demands and special events**
- **Quality Control team dedicated to the consistent delivery of quality product, support, and safety**
- **Dedicated aviation sales and marketing team focused on your success**
- **Contract Fuel Programs designed to connect you directly to targeted customers**
- **Loyalty Rewards Program to promote increased sales and customer appreciation**
- In-house, wholly owned fuel transport company (Marlin Transport) dedicated to the transport and delivery of aviation product (Jet and Avgas)

### TITAN MILESTONES:

- **1975 TITAN is founded**
- 1995 Wayne Oil Company acquired
- 1996 Regal Aviation Fuels acquired
- 1998 Hi-Tech Fuels acquired
- 2000 Dees Oil Company acquired
- **2001 Marlin Transport founded**
- 2004 TITAN Aerospace Insurance founded
- 2005 Bell Fuels acquired
- **2018 Launched "Atlas" proprietary web-based FBO management software package**
- 2022 Acquired Akryl a European-based fuel supplier
- **2025 Acquired Multi Service Aviation Card**

This proposal contains confidential information

# TITAN AVIATION FUELS EXPERIENCE - LEADERSHIP

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## **Buddy Stallings, Chairman**

Buddy founded Eastern Aviation Fuels Inc. doing business as TITAN Aviation Fuels in 1975. He is a former member of the N.C. Aeronautics Council and the National Air Transportation Association Board of Directors. He holds an ATP Fixed Wing rating with more than 10,000 hours, as well as a rotorcraft license.

## **Robbie Stallings, President**

Robbie graduated in 1994 from the University of North Carolina at Chapel Hill with a BA in Political Science. He began his career with TITAN Aviation Fuels in 1994. He has worked in all aspects of the company including fuel quality control and Refueler Fleet Manager before becoming Vice President in 2003 and then President in 2012. Robbie is responsible for managing the day-to-day operations and strategic vision of TITAN Aviation Fuels.

## **Steve Drzymalla, Chief Commercial Officer**

Steve has more than 20 years of aviation industry experience, holding senior leadership positions in sales, business development, and commercial operations. He brings a collaborative leadership style and is well respected in this industry for his positive impact on both the culture and the teams he has led.

## **Mike Allen, Executive Vice President**

Mike graduated from Wake Forest University and holds an MBA. Mike is responsible for overseeing sales, marketing, operations, and fuel distribution of TITAN Aviation Fuels for over thirty-eight years. He is an instrument rated pilot with over 20,000 hours of flight experience.

## **Christy Willis, Vice President - Operations**

Christy, with a bachelor's degree in Business - Accounting and Finance, has dedicated 27 years to TITAN. Throughout her tenure, Christy has cultivated strong relationships with refiners, carriers, airlines, cargo operators, and other key stakeholders across the aviation industry. Her passion for operational excellence and unwavering commitment to ensuring timely and reliable fuel supply is a true 24/7/365 endeavor.

## **David Sierzant, Senior Vice President - Contract Fuel**

David serves TITAN with 25+ years of experience leading operations, strategy, and growth across aviation fuel distribution with customer-focused solutions. In his role as Committee Chair of the National Air Transportation Association, Airport Business Committee, David is actively involved in shaping aviation policy and promoting best practices within the industry. His leadership reflects a deep commitment to advancing aviation through collaboration, innovation, and service.

## **Kathy Moss, Vice President - Global Business Development**

With a bachelor's degree in business and psychology, Kathy has been a dedicated advocate for FBOs, handlers, and aviation professionals. Kathy leverages her expertise to enhance customer service training, implement value-added programs, and execute strategic marketing plans. Her efforts have consistently delivered impactful results for FBOs, handlers, flight departments, and operators worldwide.

## Service and Technical Support

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### **Deron Webb, Regional Sales Manager MAIN CONTACT**

**[deron.webb@titanfuels.aero](mailto:deron.webb@titanfuels.aero) | (M) 252.933.4533**

Deron has 30 years of aviation experience managing large FBOs. He fully understands the challenges of managing airport operations with associated FBO responsibilities. Deron is available 24/7/365.



### **Laura Santucci, Contract Fuel Sales – Southeast Region**

**[laura.santucci@titanfuels.aero](mailto:laura.santucci@titanfuels.aero) | (M) 561.245.1301**

For the past 25 years, Laura has been recognized by her peers as a subject matter expert and thought leader in Aviation Fuel Supply Chain, Fixed Base Operations and FAA part 91/135/121 Flight Operations. Laura has demonstrated a consistent track record of accomplishments as both an executive, leader, and key team member for diverse aviation service companies.



### **Will Smith, Fleet Manager (M) 919.922.5685**

Will Smith holds a bachelor's degree in information processing from East Carolina University and has over twenty years of experience in equipment logistics, ordering, repair, and contract management. He is available 24/7 for all questions related to TITAN's fleet of refuelers.

### **Elise Donald, Director Client Relations (M) 281.782.4067**

Elise has been with TITAN for five years. Prior to joining TITAN, she worked at Million Air Houston and Signature Flight Support in various customer support and sales support roles. Currently, she handles all POS machine, credit card processing, banking set up, and customer onboarding, to include sign installations.

### **Michael Mattern, Quality Assurance Manager (M) 865.806.5640**

Michael Mattern has been with TITAN Aviation Fuels for over twenty years. Before joining the TITAN team, he served in the United States Marine Corps for thirty-one years in the aviation field with 29 of those years in the Quality Control/Assurance area. Michael brings with him over fifty years of aviation industry experience.

### **Michele Lee, Fuel Logistics Team Manager (Dispatch) 252.633-0066**

Michele has been part of the TITAN dispatch department for 22 years, with an unwavering dedication to on time, customer-focused logistics. Overseeing the daily operations of fuel scheduling and delivery, she also helps to encourage, motivate and support her fellow Dispatchers with their common goal of providing the best fuel delivery and customer service in the industry.

### **Elissa Moss, Director of Marketing (M) 919.210.4039**

Elissa is an experienced marketing and events leader with 15+ years of success in brand growth, client engagement, and experiential marketing. Elissa brings a passion for relationship building, creative strategy, and precision event execution. Elissa holds a degree in Business Management and Marketing from NC State and is known for delivering results-driven campaigns and memorable client experiences.

This proposal contains confidential information

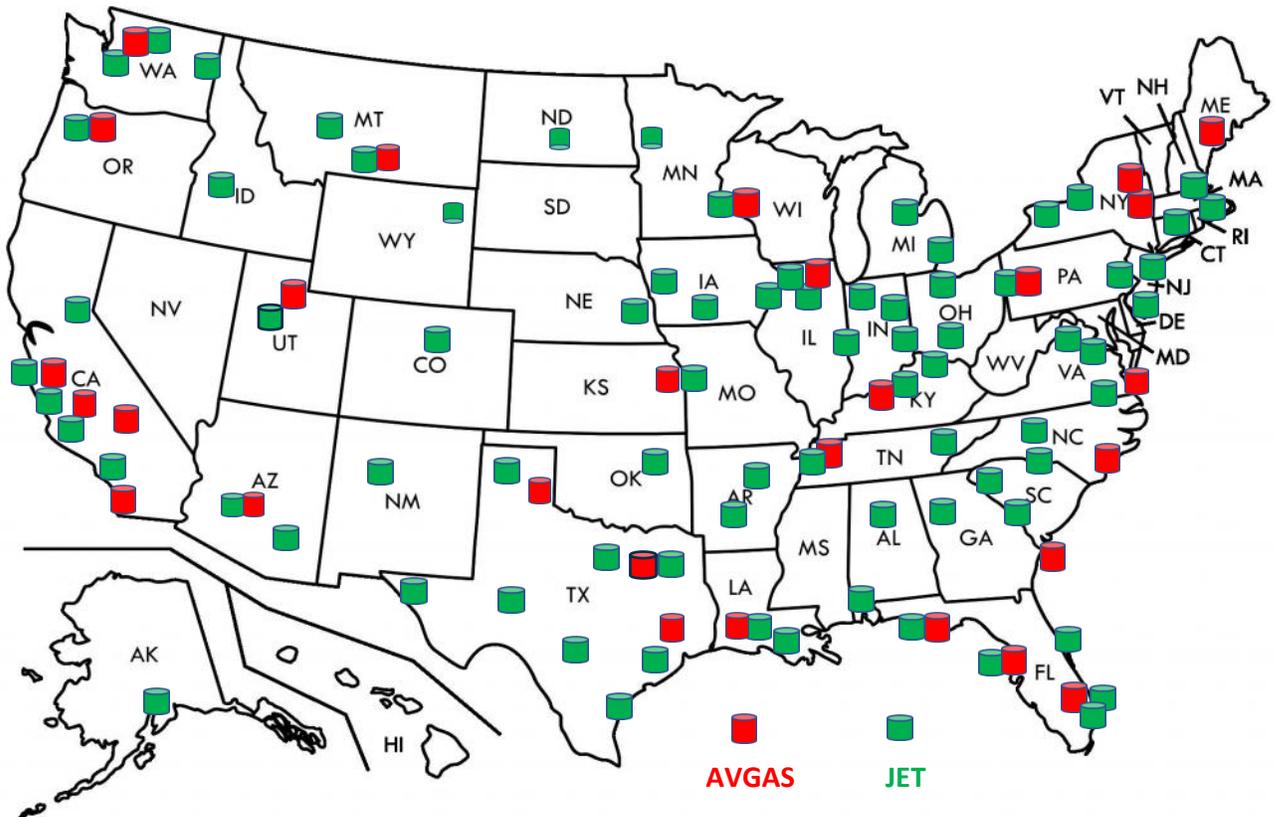
## PRODUCT SPECIFICATION / SUPPLY LOGISTICS

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## RELIABLE SUPPLY

TITAN leverages its distribution and terminal infrastructure to provide uninterrupted, reliable supply to its customers. TITAN is involved in all areas of fuel logistics – from refinery to wingtip. **TITAN has agreements with all domestic refineries with access to over 250 supply terminals.**

TITAN makes the process of delivering top-quality fuel and service to your customers safe and simple. Each tanker supplying fuel to the Airport fuel farm will be dedicated to aviation fuel products only.



30 Refiners



250 Terminals



100 Freight Carriers

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## SUPPLY & TRANSPORT CAPABILITIES

The following map illustrates TITAN's supply points in close proximity to your FBO. Each location labeled with a TITAN truck icon, indicates that we have TITAN-owned transport equipment. These dedicated trucks will ensure timely deliveries during peak demand.

- Secure/Redundant supply
- Additional domestic refinery sources of supply for Jet A and Avgas



■ JET-A

● AVGAS



TITAN OWNED AND OPERATED DELIVERY TRANSPORTS IN YOUR REGION ENSURE CONTROLLED & RELIABLE SUPPLY

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## COMMERCIAL SALES

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**TITAN has built a robust global supply base that allows us to provide fuel and services to thousands of commercial operations across the globe.** TITAN's expertise lies in effectively executing supply chain logistics.

**The TITAN commercial supply team's core values are:**

- Communication
- Trust
- Care
- Collective Responsibility
- Pride

TITAN has exceeded 150% growth in the airline business with 100% customer satisfaction and zero service failures or disruptions.

WE ARE AVAILABLE TO HELP YOU 24/7/365.

**Our commercial customers include:**

- Major Airlines
- Regional airlines
- Government entities
- Military aircraft
- Freight and Cargo Operators

**TITAN has active contracts with over 50 airlines, to include the following domestic carriers:**

- Advanced Airlines
- American Airlines
- Alaska Airlines
- Atlas Air
- Avelo Airlines
- Allegiant Airlines
- Breeze Airlines
- Delta Airlines
- Frontier Airlines
- Hawaiian Airlines
- jetBlue Airlines
- Southwest Airlines
- Sun Country Airlines
- United Airlines
- Amazon
- UPS
- FedEx

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## DLA CONTRACT BIDDING – EXPERIENCED TEAM

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TITAN provides government and military contracted fuelings across the world. With a dedicated and experienced DLA contracting team, TITAN can support all your DLA fueling needs by fostering strategic relationships and alliances between our FBOs and senior military members and domestic and foreign governments. TITAN processes the Government Air Card at all branded locations and will support your DLA Contracts.

**TITAN supports over 55+ DLA contracts within the TITAN FBO Network uplifting over 75 million gallons of fuel annually.**

## DLA SOLICITATIONS – PROVEN PROCESS

TITAN will work closely with your team to submit a competitive DLA Bid when the DLA Solicitations are available. TITAN only submits a bid with one FBO on the field. A successful bid requires competitive fuel pricing from TITAN and competitive pricing for FBO services and Into Plane Rates.

In the most recent DLA Solicitation, Central US, we worked closely with our TITAN branded FBOs to provide market analysis and submit 8 DLA Bids. TITAN and our Branded FBOs were successful - winning 6 out of 8 bids. The unsuccessful bids were based upon significantly lower Into Plane Rates from the competing FBO.

**TITAN will support your location by submitting a competitive bid for a DLA Contract.**

# PRODUCT SPECIFICATIONS / FUEL DELIVERY

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## FUEL AND QUALITY SPECIFICATIONS:

- 100LL AVGAS meets or exceeds ASTM D-910 specifications, latest revision, and shall be of the Aviation Gasoline type, 100 octane, low lead (AVGAS 100LL).
- Jet-A meets or exceeds ASTM D-1655 specifications, latest revisions, shall also conform to MIL-DTL-85470B specifications.
- Certificate of Analysis for each delivery.
- All fuel storage, fuel handling, refueling vehicles, equipment, and related training of all personnel engaged in the handling and distribution of aviation fuel shall be in strict conformance to the current version of FAA AC 150/5230-4B, Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports.
- TITAN can perform and document the following tests before shipments are unloaded at the fuel farm and delivered with dedicated fuel transports.
  - Visual, Color, & Clarity
  - Gauging
  - Bottom sediment and water
  - Temperature & API Gravity
- Fuel ordering: Available 24/7. Call 800-334-5732 TITAN dispatch team or place fuel order online at our website [www.titanfuels.aero](http://www.titanfuels.aero) or via email at [dispatch@titanfuels.aero](mailto:dispatch@titanfuels.aero). Processing of fuel request is completed within 24 hours of request and objective is to deliver within 24-48 hours of order placed or sooner. Office Hours of operation are Monday through Friday 7 am to 9 pm EST. For after hours or emergency deliveries of fuel, we operate a dispatch system, and someone is available during afterhours and weekends. Fuel Delivery available 7 days per week 6 am – 7 pm.
- TITAN Aviation will furnish the necessary adapters for road transport vehicles delivering into the fuel storage system.
- TITAN will provide written product quality reports and inspect all fuel handling equipment at the request of the FBO.
- TITAN will inspect all fuel metering equipment to ensure the proper certification signage and seals are displayed as required by federal and state law at the request of the FBO.

## EMERGENCY FUEL DELIVERIES:

- TITAN Aviation Fuels has contracts with several fuel carriers across the country. Should there be an event and or emergency which requires a fuel delivery outside the norm, our dispatch is available 24/7 as well as your sales representative.
- Our dispatch team will contact the normal carrier in your area to source a time for delivery. Since we have several terminals to pull product, we can reach beyond the normal terminals and carriers to schedule the most immediate delivery. Our goal is to assist your operation and meet the demands of the customer.
- Our contract spill and clean up company is CHEMTREC 800.262.8200.

# TITAN CREDIT CARD SOLUTIONS & INTERNATIONAL CONTRACT FUEL PROGRAM

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## CREDIT CARD RATES



TITAN's card processing platform not only works seamlessly with ATLAS FBO Management Software (TITAN's proprietary web-based point-of-sale system), but also with numerous FBO point-of-sale systems such as Total FBO, X1 FBO, FBO Director, Avman, My Flight Solutions, etc. It is also compatible with QT Pod and FuelMaster, the most common self-serve card readers used in the aviation industry.

TITAN offers an extensive Credit Card processing system, utilizing the Verifone VX-820 POS machine.

Your credit card settlements are processed and deposited **within 48 hours** of the transaction.

**This is an expedited processing time in this industry to support your operation's cashflow and getting your money back to your operation.**

Card Type	Rate
TITAN Aviation Contract Fuel	<b>0% - Fuel and non-fuel charges</b>
TITAN Aviation Card – White Card	<b>0%</b>
Multi Service Aviation Card – Retail Card	<b>2.50%</b>
MasterCard*	<b>2.10%</b>
Visa*	<b>2.10%</b>
American Express	<b>2.85%</b>
Discover	<b>2.85%</b>
AvCard	<b>2.85%</b>
Gov't Air Card	<b>0% Contracted /4.25% Non-Contracted</b>

*\*Unqualified Transactions that are not swiped through the POS machine (card on file) may be subject to higher processing rates.*

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# TITAN INTERNATIONAL CONTRACT FUEL PROGRAM: GLOBAL NETWORK

125 Countries

665+ US Branded Locations

960 Global Locations

Luke Cannon

John Stopher

Pamela King

Amanda Cash

David Sierzant  
SVP, TITAN Contract Fuel - US

Patricia Remmers

Laura Santucci

Mike Kramer

Daniel Coetzer  
CEO TITAN Global – International

TITAN is dedicated to your success. Our International Contract Fuel Sales Team strategically works with our FBO Network and Flight Departments providing a customized solution focused on increasing your revenue and reducing your expenses.

## The TITAN Contract Fuel Team consults with you on a regular basis to:

- Understand your business growth goals through consistent communication, meetings and measurable data tracking
- Strategize to attract traffic and maximize profitability by working within your plan focusing on card conversions to your preferred payment method
- Capitalize volume and drive repeat visits with TITAN Contract Fuel and TITAN Rewards
- Target new business, understand the market, and market promotions/special events

## Working with the TITAN Contract Fuel Team, you can expect:

- Ability to leverage TITAN's database
- Collaboration with bulk and flight department sales teams, connections to make a successful partnership
- Evaluation of current business and future growth opportunities

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## TITAN INTERNATIONAL CONTRACT FUEL PLUS PROGRAM:

**TITAN's internationally recognized contract fuel program is one of aviation's most widely utilized and preferred fuel purchasing programs.**

With one of the industry's largest networks, TITAN Contract Fuel is an integral part of the fuel buying process for all flight operations types. **Boasting a customer base of over +6,000 flight departments (made up of over 20,000 aircraft),** TITAN Contract Fuel is accessible to fractionals, corporate and private aircraft, charter operators, airlines, and government and military operations.

**TITAN Contract Fuel streamlines the transaction experience for both sides of the counter:**

**FBO:** TITAN Contract Fuel eliminates the use of multiple payment methods, consolidating all purchases to a single method of payment.

**Customer (Flight Department or Operators):** Pre-notified pricing is available via [www.titanfuels.aero](http://www.titanfuels.aero), pricing files delivered directly to flight departments, as well as web-based API integration with the industry's leading fuel price consolidation and flight scheduling software companies. These integrations allow customers to pre-approve fuel uplifts or present their TITAN Contract Fuel Card upon arrival to the FBO for all fuel and non-fuel purchases during their stay.

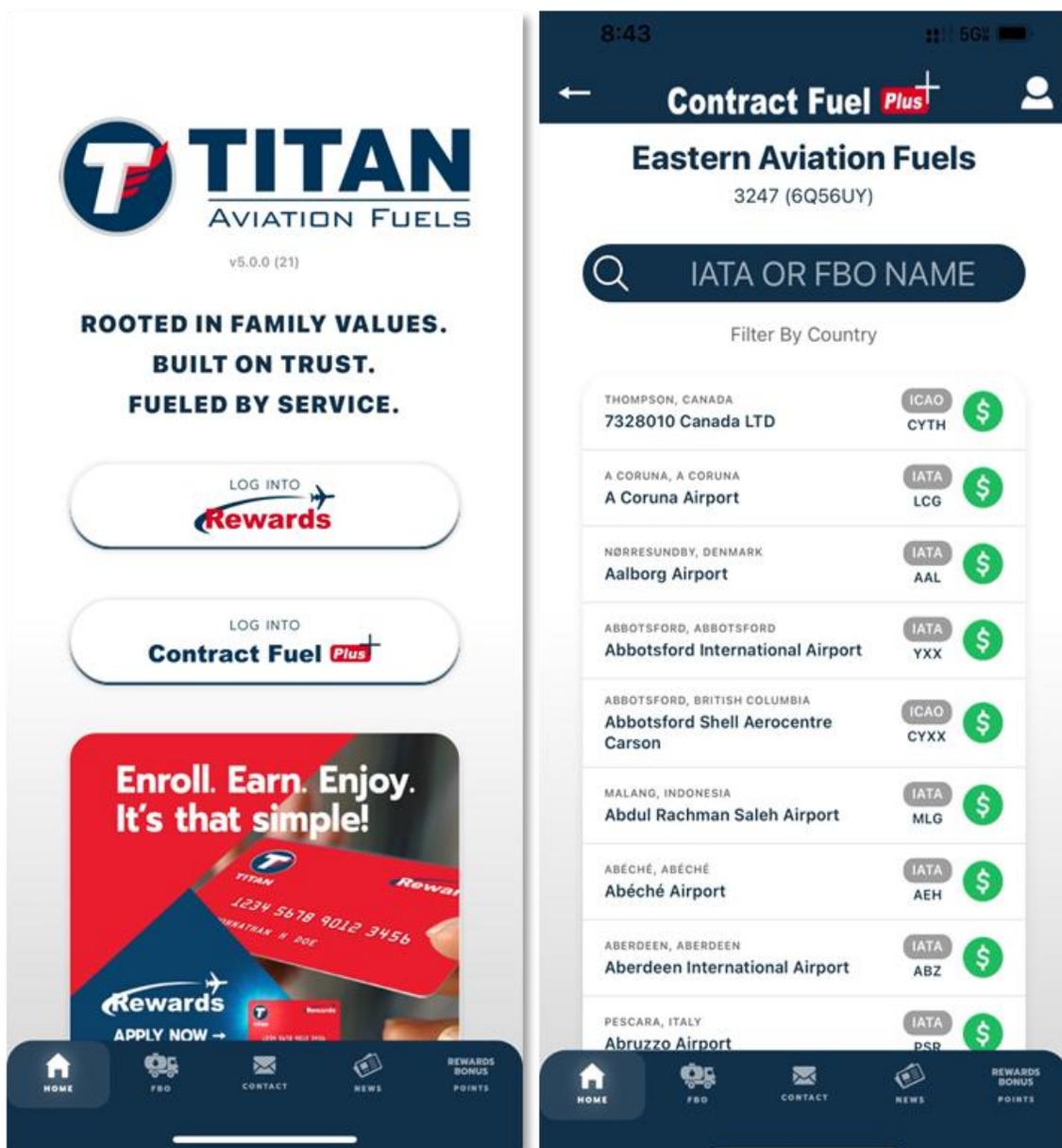
### **Program highlights:**

- **0% processing fees on fuel and ancillary charges**
- Availability at over 2,400 locations and growing
- Each FBO location is assigned a Contract Fuel representative to drive business to your location
- **Payment will be wired to your account within 48 hours**
- Third-party contract fuel and reseller transactions can be processed through our system
- Participating FBOs benefit from continued exposure through newsletters, email marketing, attendance at aviation conferences, and print advertising

# TITAN INTERNATIONAL CONTRACT FUEL PROGRAM : FLIGHT DEPARTMENT APP

As a participating FBO in the Contract Fuel and Rewards programs, your FBO will be listed on the TITAN Aviation App. With over 46,000 downloads, it is the go-to application for monitoring Contract Fuel pricing and Rewards points. The complimentary app banner ad offers additional marketing opportunities for your FBO promotions.

TITAN App Downloads		
Apple	Android	Total
21,193	25,130	46,323



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## REFUELER PROGRAM

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## REFUELER LEASE PROGRAM: LEASE RATES

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**We operate one of the largest supplier refueler fleets of 1,100+** for lease, purchase, or temporary use. Our lease programs are suited to the needs of each customer. Our fuel trucks meet or exceed industry standards and are available with customer requested options.

Our Quality Control Audit Team will perform an annual inspection on all fuel trucks (regardless of ownership) and fuel storage systems at no charge to our customers. Purchase programs are based on age and size of truck.

All wear items and all preventative maintenance will be covered by the Lessee. **Contact Will Smith at (919) 922-5685 with any questions.** See lease agreement for details.

TITAN Aviation Fuels is dedicated to bring the most reliable refueler fleet to their partners.

The fleet is continually being modernized, and the team supports our FBO's volume growth and large events:

- 53% of our fleet are new – 10 years
- 58 refuelers currently on order
- 70+ refuelers are inventoried and available to be put into service, at anytime

Loaner Trucks are available upon request and will be provided if a truck becomes inoperable or in the case of a special event.

## REFUELER LEASE PROGRAM: TITAN MAINTENANCE FACILITY AND REFUELER TRANSPORT

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**TITAN has a state-of-the-art truck maintenance facility.** With a dedicated transport truck specifically for the purpose of refueler delivery, TITAN can deliver replacement or supplemental trucks for special events and emergencies.

- 25,000 square foot dedicated maintenance facility
- Dedicated customer support with remote diagnostic capabilities
- Large inventory of aviation refueler parts and maintenance items
- Owned and dedicated transport tractor trailer for refueler deliveries to enhance response times
- Emergency refuelers are available for delivery to your location, should you need a replacement refueler or additional refuelers for large events
- Six (6) full-time maintenance experts.



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## REFUELER LEASE PROGRAM: LINE SERVICE PARTS AND SUPPLIES

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We distribute refueling equipment from leading manufacturers. We maintain a large inventory of parts to handle unexpected emergencies, and we have negotiated competitive prices from our suppliers so that we can pass these savings along to our customers. We have an aviation equipment leasing program available as needed. We also offer an online parts store for your convenience.

<https://www.titanfuels.aero/parts-supplies/> or 1-800-334-5732

Following is a list of some of our suppliers:

- Anti-Icing Additive (FSII)-Prist
- Type I Deicing Fluid (concentrate or premixed) totes and bulk
- Type IV Deicing Fluid Totes
- Gorman-Rupp
- Velcon Filters
- Hannay Reels
- Betts Valves
- Gammon Technical Products
- OCV
- Thiem
- Liquid Controls

## FUEL QUALITY CONTROL PROGRAM & TRAINING

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# FUEL QUALITY CONTROL PROGRAM: PROFESSIONAL LINE SERVICE TRAINING PROGRAM

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TITAN Aviation Fuels offers a proprietary FAA approved Quality Control Program. Our head of Quality Control, Mike Mattern has been with the company for over 20 years and is nationally recognized as a leader in the QC field. He brings 30 years of military QC experience and a team of four quality control professionals. Any emergency service needs can be requested 24-hours/365-days at 800-334-5732. The team consists of five dedicated quality control auditors.

## **TITAN will provide the following at no cost to your FBO:**

- Annual On-Site Quality Control Inspections – Our QC inspectors will perform annual quality control inspections free of charge of refuelers and fuel farm.
- Quality Control manuals will be provided free of charge.
- ACE Certification Program – An interactive web-based line service/supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO.
- **Regional Seminars – Three-day training seminars cover various quality control topics including filtration, ATA Spec 103, proper documentation, fuel receipt procedures, and QC tests.**
- **FAR Part 139 Fire Training – In conjunction with our seminars TITAN also teaches and certifies line service personnel in fire prevention and fire mitigation.**
- Day Three - Optional HAZMAT and hands-on Quality Control Training.
- All training is specific to the following areas: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, refueling jet aircraft, towing aircraft, quality control, fuel farm management, customer service, fire safety and maintenance.
- TITAN agrees to replace fuel filters and will clean the fuel system, if it is determined that a contaminated load of fuel was received into the fuel farm.
- **All Quality Control training will be provided free of charge.**

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# FUEL QUALITY CONTROL PROGRAM: FBO PROFESSIONAL TRAINING PROGRAMS

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Your team can access the NATA Safety 1st Training Center through an annual subscription that provides unlimited use of all content.

TITAN has negotiated access to Safety 1st training for all line service personnel, which will satisfy all training requirements related to mobile refueling, piston aircraft, turboprop aircraft, towing, DEF procedures, fire safety, lavatory service, towing, ground handling, and GPU operations.

Your team will also have access to the full suite of NATA Safety 1st products, including CSR training, and Fuel Safety Supervisor training at the TITAN Aviation Fuels discounted pricing. NATA Safety 1st program will be offered at no cost to Lake City Gateway Airport for the duration of the contract.



## TITAN AVIATION FUELS PROPRIETARY TRAINING: AVIATION COMPETENCY AND EDUCATION COURSE

TITAN also provides, free of charge, online instruction through our in-house, ACE Training program which meets or exceeds FAR 139.321. Program revised in 2025.

ACE Training focuses specifically on aviation fuel quality control of TITAN's products and fire safety:

- ACE Certification Program – An interactive web-based line service/supervisor training program. After completion of the program, your employees will have the knowledge and skills required to safely perform operations and technical tasks at your FBO and on your fuel farm.
- Annual Regional Seminars – Quality Control regional 3-day in-person seminar as scheduled are provided at no cost that meet the 14CFR 139.321 Supervisory Train-the-Trainers and Line Service Supervisor requirements as per FAA AC 150/5230\_4c and AC 150\_5230\_4c Addendum. Training also includes the following:
  - Customer Services
  - Ground Servicing Aircraft
  - Fuel Safety
  - Mobile Refueler Familiarization
  - Refueling Piston Aircraft
  - Refueling Jet Aircraft
  - Tug Driver/Tug, Towbar and Towbarless Towing of Aircraft
  - DEF Contamination Prevention
  - Fire Safety
  - Lavatory Services
  - Ground Power Unit Operation
- FAR Part 139 Fire Training – In conjunction with our seminars TITAN also teaches and certifies line service personnel in fire prevention and fire mitigation.
- HAZMAT Training – TITAN provides Hazmat training to those who ship hazardous materials.

TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT

This proposal contains confidential information



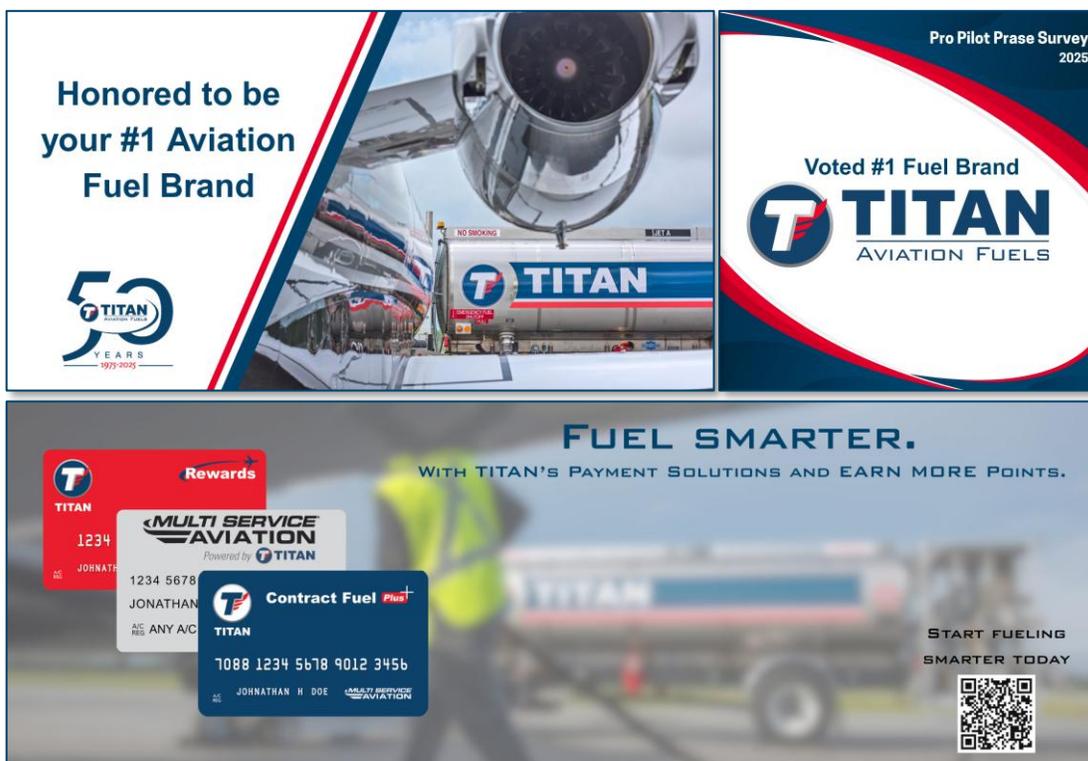
# TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: OVERVIEW

The TITAN marketing network connects our 20,000+ most active fuel and reward cardholders with our 665+ branded FBOs, giving your FBO the reach of a widely recognized global brand and putting you squarely in front of TITAN's wide variety of aviation customers.

With a team of marketing specialists and event planners who know aviation, the TITAN marketing team provides free end-to-end solutions.

A branding partnership with TITAN grants you access to the industry's foremost in-house marketing team dedicated to aviation.

TITAN marketing combines proven communication platforms with innovative technologies to help you attract business, earn customer loyalty and increase sales.



## Email Marketing

- Events
- Seasonal
- Rewards Program News
- Contract Fuel News

## Website

- Home Page Slider
- News Posts
- FBO Features

## Events

- NBAA
- S&D
- EBACE
- Regional Forums
- Heli Expo
- State and Local Conferences
- Military Conferences

## TITAN Aviation App

- Banner Ad

## Social Media

- Facebook/Twitter/Instagram/LinkedIn

## Public Relations

- Press Releases
- Branding support

## Consultation/Training

- Website
- Point of Sale
- TITAN Rewards utilization
- TITAN Contract Fuel+

This proposal contains confidential information

# TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: EMAIL MARKETING SUPPORT

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**TITAN will create email marketing pieces promoting the Lake City Gateway Airport, as part of the TITAN Network, as well as for special events to a customized distribution list based on historic traffic.**

- An email distribution list is created from our vast database of TITAN Contract Fuel and TITAN Rewards card holders to welcome your location to the TITAN Network
- Custom distribution lists are also created for special events promoting your location as their best option for arriving aircraft.

**This marketing support is FREE to the Lake City Gateway Airport.**

**TITAN** Lake City Gateway Airport (KLCQ)

CITY OF LAKE CITY  
"Your Gateway Est. 1899"

**KLCQ YOUR GATEWAY TO  
NORTH FLORIDA!**

**Features:**

- Ideally located
- Passenger + Pilot Lounges
- Conference Room
- Superior Service
- TITAN Contract Fuel
- TITAN Rewards

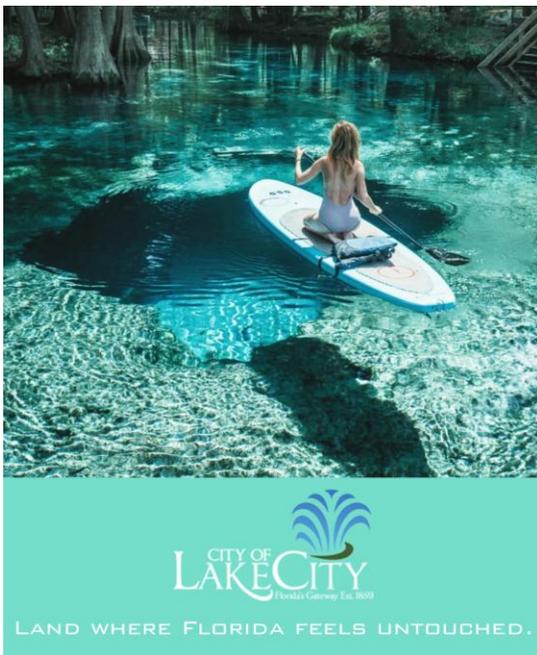
**TITAN**  
AVIATION FUELS  
252.633.0066 | www.titanfuels.aero

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# TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: SOCIAL MEDIA SUPPORT

We are continually building our social media network and connecting with our customers and pilots through multiple channels.

**TITAN will create social media posts for Lake City Gateway Airport to promote special events and seasonal traffic free of charge.**



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# TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: INDUSTRY EVENTS

**TITAN Aviation Fuels along with our FBOs participate in aviation events and conferences around the world.** We offer our FBOs the opportunity to exhibit alongside us at select aviation shows and conferences. Social events, exciting themes, and giveaways are utilized to increase exposure and foot traffic.

## Event Highlights:

**NBAA –BACE** - TITAN offers a premium footprint on the show floor with three spacious meeting rooms and in-booth coffee and cocktail hours to host customers and prospects. Over \$10,000 dollars in prizes are given away to draw traffic to our co-exhibiting FBOs. Over 1,200 attendees participate in TITAN activities.

**NBAA Schedulers & Dispatchers** – Over 55 TITAN FBOs exhibit within the TITAN Rows each year. TITAN provides a turn-key option that allows easy travel and set-up. Your booth will be set-up, broken down and stored for ease. Over 1000 conference attendees take part in our booth activities and social events.

**EBACE** – TITAN’s international presence is strong each year at EBACE in Geneva, Switzerland. We offer our FBOs the opportunity to co-exhibit at EBACE. TITAN hosts in-booth cocktail receptions for your customers and prospects.

**Regional Forums/Local and State Conferences** – With a presence at all NBAA Regional Conferences and state and local airport conferences. We offer our FBOs support by contributing to sponsorships, supplying branded giveaways and booth design support.

**Military Conferences** – TITAN exhibits at many U.S. military conferences across the country to support our FBOs who elect to exhibit and attend after hours events with the TITAN team to form relationships with key military personnel.



This proposal contains confidential information

# TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: PILOT LOYALTY PROGRAM



The TITAN Rewards program provides an incentive for pilots to purchase additional fuel from participating FBOs. Every time a member pilot refuels at a participating TITAN FBO, the pilot receives points redeemable for valuable Visa gift cards. This program provides a means to increase your FBOs business through bringing in new customers, building loyalty and increasing uplifts.

**TITAN funds 1 point per \$10 US Dollar spent on all Multi Service Aviation transactions for flight department TITAN Rewards Members.**

## PILOT BENEFITS:

Pilots earn 1 point for every gallon of fuel purchased. The points never expire and are redeemable for VISA gift cards in the following denominations:

- 1000 points = \$10
- 2500 points = \$25
- 5000 points = \$50
- 10,000 points = \$100

*Pilots may also choose to donate their points to charity. Each year TITAN will select an aviation charity for members' points to be donated. Currently, the Corporate Angel Network has been selected.*

## FBO PARTICIPATION:

Your FBO will be provided TITAN Reward marketing materials for the lobby and entrances as well as a listing on the TITAN website and mobile app.

## TITAN REWARDS STATS:

- 20,000+ members
- 500+ participating FBOs
- The Industry's preferred program for overall experience, ease of use, communications, managing account, redeeming awards and number of locations.
- TITAN aggressively promotes TITAN Rewards and TITAN Rewards FBOs through ongoing-targeted marketing efforts, including TITAN Rewards brochures displayed at participating FBOs; designations in digital flight directories; advertising in print and electronic industry media; regular communications to TITAN Rewards members; and promotion at conventions and industry events. This exposure is in addition to your customized TITAN Rewards Marketing.

This proposal contains confidential information



## TITAN BUSINESS DEVELOPMENT AND MARKETING SUPPORT: CO-OP FUNDS



TITAN provides a co-op advertising program to assist in your sales efforts. This program is designed to defray up to 50% of your advertising and promotional costs.

- Co-op funds are reviewed and disbursed at the end of each quarter.
- Your operation will earn ½ cent per gallon of general aviation fuel purchased during that quarter in co-op funds, which establishes our maximum contribution for the quarter.
- Invoices for any advertising/promotional items purchased using the TITAN Aviation Fuels logo may be applied to the earned co-op funds. This includes all aviation directory-related expenses (AirNav, Foreflight, etc.). TITAN reimburses half the cost of each invoice up to the amount of co-op funds earned. The total reimbursement cannot exceed our maximum contribution at ½ cent per gallon sold.
- Invoices may be applied towards reimbursement of uniform costs; TITAN is partnered with Unifirst Uniform services to offer discounted pricing.

## ADDITIONAL PROGRAM INFORMATION

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This proposal contains confidential information

# ATLAS FBO MANAGEMENT SOFTWARE



**ATLAS FBO POS software automates the handling of many elements of FBO business management. The web-based software is PCI certified compliant.**

## **The Atlas software program features:**

- Integration of fuel cards, bank cards, Air Card and the TITAN Buyback
- Fuel Inventory Management
- Item Inventory and Tax/Fee table
- Extensive reporting ability
- Export to QuickBooks
- Customer resource management
- Automated client contract specific pricing, Cost + or Retail –
- Direct billing, customer statements and recurring invoices
- User friendly card experience
- Loyalty Rewards
- Payment processing and reimbursement within 48 hours

We started using Atlas January 1, 2025, and have had no issues that could not be solved by just a phone call.

We chose Atlas to simplify the payment process for all transactions. It has also cut back errors in charging customers the wrong item.

I was surprised the most about how quickly the staff took to the system. We were expecting it to take months of training, but after the first two weeks the questions started to go away.

It is easy to use, and it has reduced our errors in transactions significantly.

Sydney Beall – Mid-Ohio Reginal Airport

We've been using Atlas for several months now, and the difference has been night and day. We chose Atlas because it was purpose-built for FBOs, and it offered the streamlined, modern solution we were looking for. From day one, the transition was smooth, and the support team made onboarding easy.

Atlas has significantly improved our operational flow — from fuel tracking and invoicing to customer service at the front desk, everything is faster and more accurate. What surprised me most is how intuitive the system is, even for new team members, which has been a huge win for training and consistency.

It's reliable, efficient, and backed by a team that truly understands the needs of our industry.

Ethan McDonald - Flightline First

This proposal contains confidential information

## AVIATION INSURANCE



**TITAN's aviation insurance subsidiary, TITAN Aerospace Insurance, has 20 years of hands-on experience providing coverage to FBOs and airports.**

Insurance coverage for all FBO needs is available, including items such as courtesy cars, aircraft maintenance, environmental exposure, fuel farms, and more.

Coverages include, but are not limited to:

- Aviation general liability insurance
- Premises insurance
- Hangar keepers' insurance
- Airport insurance
- Heliport insurance
- Airport property insurance
- Helicopter insurance
- Workers' compensation
- Aircraft hull and liability insurance
- Air ambulance insurance
- Heavy lift insurance
- Pipeline patrol insurance
- Part 135 insurance
- Part 91 insurance
- Scheduled 121 operator insurance
- Cargo insurance
- Freight insurance
- Flight school insurance
- Environmental liability insurance
- Crew car insurance
- Commercial auto insurance
- Mobile equipment insurance
- Commercial property insurance
- Products & completed operation insurance

Offices located in:

**Greensboro, NC | Atlanta, GA | Memphis, TN | Knoxville, TN | Dallas, TX | Denver, CO**

This proposal contains confidential information



## EXCESS LIABILITY INSURANCE

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TITAN offers a \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge. The following guidelines apply:

- TITAN Aviation Fuels is named as additional insured parties as suppliers of aviation petroleum products including refueling, de-fueling and/or lubrication of aircraft
- The policy must reflect a minimum limit of \$500,000 each occurrence combined single limit for third party bodily injury and/or property damage, without restrictive per person sub-limits for bodily injury
- Acceptable liability coverage must include products, premises, and completed operations

## OFFER INCENTIVES SUMMARY

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### Discretionary Fund

- A discretionary fund of **\$160,000** will be provided to the Airport for use at the Airport's discretion. This fund may be paid out as a one-time payment, or managed and tracked by Regional Sales Manager for use towards fuel system maintenance/repair, equipment needs, uniforms, advertising, etc. **Five (5) year value = \$160,000**

### Marketing

TITAN Aviation Fuels will design and execute a marketing plan and provide ongoing marketing consultation for the duration of the contract to include:

- Media Release/welcome email/social media campaign/marketing consultation/brand support/targeted prospecting. **Five (5) year value = \$50,000**
- Co-op Marketing Program: Co-op funds of .005 cents per gallons provided on delivered gallons (Calculated on 397,500 gallons/year for 5 years x \$0.005). **Five (5) year value = \$9,937**

### Signage

TITAN Aviation Fuels already provides a pole sign and/or wall sign at no cost to the FBO.

### Fuel Quality Assurance and Training

TITAN Aviation Fuels will provide an annual on-site Quality Control inspections, access to ACE-GA Line Service training, NATA Safety 1st for all line service and CSR's, and complimentary Regional Quality Control Seminars. **Five (5) year value = \$25,000.**

### Insurance Coverage

TITAN Aviation Fuels provides an increased value of \$50,000,000 third party Aircraft Products/Completed Operations Liability Insurance program free of charge, provided underlying insurance minimums are met.

### Contract and Payment Terms

Contract Term: Minimum of three (3) years with two (2) one-year renewal options effective on or about April 1, 2026

Payment Term: Net 30

Credit card funds including in-to-plane fees remitted within 48 hours of transaction

**Total of Five (5) year contractual financial incentives = \$244,937**

THANK YOU FOR THE OPPORTUNITY

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**Deron S. Webb**

**Regional Sales Manager - Southeast**

Phone 252-933-4533

[Deron.webb@titanfuels.aero](mailto:Deron.webb@titanfuels.aero)

**File Attachments for Item:**

18. City Council Resolution No. 2026-037 - A resolution of the City of Lake City, Florida, amending the Community Redevelopment Agency (the "CRA") Budget for Fiscal Year 2025-2026 to reallocate \$150,000.00 from the CRA "Infrastructure" account to the CRA "Other Current Charges" account in furtherance of and in support of an expanded Facade Grant Program to be administered by the CRA; making certain findings of fact in support of the City approving said amendment; repealing all prior resolutions in conflict; and providing an effective date.

## **RESOLUTION NO 2026 - 037**

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

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE COMMUNITY REDEVELOPMENT AGENCY (THE "CRA") BUDGET FOR FISCAL YEAR 2025-2026 TO REALLOCATE \$150,000 FROM THE CRA "INFRASTRUCTURE" ACCOUNT TO THE CRA "OTHER CURRENT CHARGES" ACCOUNT IN FURTHERANCE OF AND IN SUPPORT OF AN EXPANDED FACADE GRANT PROGRAM TO BE ADMINISTERED BY THE CRA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Resolution No. 2025-130 approved the Community Redevelopment Agency budget for fiscal year 2025-2026; and

**WHEREAS**, Florida Statutes Section 166.241(8)(a) provides a budget amendment related to an decrease or increase of expenditures within a fund may be adopted by motion recorded in the meeting minutes of the City Council; and

**WHEREAS**, the amendments contemplated by this resolution are each within the CRA fund of the fiscal year 2025-2026 budget; and

**WHEREAS**, the amendments contemplated by this resolution reduce line 103.40.559-060.63 of the CRA fund in the amount of \$150,000, and increase line 103.40.559-030.49 of the CRA fund in the amount of \$150,000; and

**WHEREAS**, amending the CRA budget by adopting the intrafund transfer contemplated herein furthers the public or community interest and is for public welfare; now, therefore,

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

1. Amending the CRA budget by adopting the intrafund transfer contemplated herein furthers the public or community interest and is for public welfare; and
2. In furtherance thereof, the CRA Fund's "Infrastructure" Account (Account No. 103.40.559-060.63) is reduced in the amount of \$150,000, and the CRA Fund's "Other Current Charges" Account (Account No. 103.40.559-030.49) is increased in the amount of \$150,000; and
3. The City Manager of the City of Lake City is the officer of the City duly designated by the City's

Charter and Code of Ordinances to give effect to budget amendments as are adopted by the City Council of the City of Lake City; and

4. The City Manager is authorized and directed to give effect to the budget amendments contemplated in this resolution; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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

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

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

APPROVED AS TO FORM AND LEGALITY:

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

**File Attachments for Item:**

19. City Council Resolution No. 2026-039 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and the Columbia County School Board for the acquisition of real property generally described as the former Five Points Elementary School Campus; providing a more accurate description of said campus; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

**RESOLUTION NO 2026 - 039**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE COLUMBIA COUNTY SCHOOL BOARD FOR THE ACQUISITION OF REAL PROPERTY GENERALLY DESCRIBED AS THE FORMER FIVE POINTS ELEMENTARY SCHOOL CAMPUS; PROVIDING A MORE ACCURATE DESCRIPTION OF SAID CAMPUS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (“City”) has need of additional real property for use as civic space for the delivery of services to the public (the “Public Need”); and

WHEREAS, the Columbia County School Board (the “Seller”) has recently ceased use of the campus, including buildings, of the former Five Points Elementary School, which is situated on those parcels identified as 2026 Columbia County tax parcel numbers 19-3S-17-05098-000; 20-3S-17-05222-000; 20-3S-17-05238-003; 20-3S-17-05231-001; and 20-3S-17-05422-006 (the “Campus”); and

WHEREAS, the Seller has offered to sell to the City the Campus pursuant to the terms of the contract in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, fulfilling the Public Need by acquiring the Campus is in the public interest and in the interests of the City; now therefore

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

1. Fulfilling the Public Need by acquiring the Campus is in the public interest, and furthers the public welfare and community interests; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the

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City of Lake City; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

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

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**CONTRACT FOR SALE OF REAL PROPERTY**  
(DISTRICT Selling to Governmental Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT (as defined below) and the BUYER (as defined below) and in consideration of the mutual promises and conditions set out herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

*BUYER* shall mean the City of Lake City, Florida, 205 N. Marion Avenue, Lake City, Florida 32055; Phone (386) 752-2031.

*CLOSING AGENT* shall mean the law firm of Norris & Norris, having a Mailing Address of 253 NW Main Blvd, Lake City, Florida 32055; and the Phone number 386-752-7240.

*CLOSING DATE* shall mean the date the closing of this transaction shall occur which date shall be on or before the tenth (10<sup>th</sup>) calendar day which is not a weekend an employee holiday for the DISTRICT or the BUYER following the end of the DUE DILIGENCE PERIOD.

*CONTRACT* shall mean this "Contract for Sale of Real Property".

*DISTRICT* shall mean the School Board of Columbia County, Florida, 372 W. Duval Street, Lake City, Florida 32055, a body corporate.

*DUE DILIGENCE PERIOD* shall mean the period of sixty (60) days following the Effective Date.

*EFFECTIVE DATE* shall mean the date this CONTRACT is fully executed by all parties.

*EXCLUDED STRUCTURES* shall mean the fabricated metal physical education shed located on tax parcel 19-3S-17-05098-000 adjacent to the uncovered basketball courts.

*PERMITTED ENCUMBRANCES* shall mean (i) all present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Property and the use thereof; (ii) easements and restrictions of

record which do not impair or restrict the use of the Property; and (iii) any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasigovernmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Property.

*PROPERTY* shall mean those certain below-described parcels of real property located in Columbia County, Florida known as the Five Points Elementary School which is located at 303 NW Johnson Street, Lake City, Florida 32055 and the buildings and improvements thereon and thereto except the *EXCLUDED STRUCTURES*, being more particularly described as:

Said lands situate, lying and being in Columbia County, Florida.

Parcel Nos. 19-3S-17-05098-000; 20-3S-17-05222-000; 20-3S-17-05238-003; 20-3S-17-05231-001; and 20-3S-17-05422-006  
;

*PURCHASE PRICE* shall mean the total sum of: \$200,000.00

*SURVEY* shall mean that certain survey the BUYER obtains at BUYER's sole expense during the Due Diligence Period.

2. **SALE OF PROPERTY**: The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE**: The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by wire transfer) at closing.
4. **EXPENSES**: The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for: -DISTRICT's attorney's fees

BUYER shall pay for: -Recording costs for recording the deed of conveyance.  
-Documentary stamp tax on the deed of conveyance, if any, (If both parties are exempt, then no documentary stamp tax will be owed pursuant to Rule 12B-4.014(10), Florida

Administrative Code. If the BUYER is not exempt, then the BUYER must pay the documentary stamp tax pursuant to Section 201.01, Florida Statutes).

-Title Search, Title Commitment, and Title Insurance Premiums for a Florida Owner's Title Insurance Policy.

-Appraisal of the Property.

-Property Inspections, include, but not limited to any environmental audit or inspection.

-Any "Survey" as defined herein provided such survey is obtained by the BUYER at the BUYER's direction.

-Recording the Deed and other such documents as are necessary to vest in BUYER the Property and any associated easements or other rights associated with the Property.

-BUYER's attorney's fees.

5. **AD VALOREM TAXES AND ASSESSMENTS:** No ad valorem taxes or assessments are owed for the year of closing or any year prior to the year of closing. DISTRICT and BUYER are each a governmental entity. The Property presently serves a public purpose under the DISTRICT's ownership, and the Property will continue to serve a public purpose under the BUYER's ownership after closing. Accordingly, the Property is exempt from ad valorem real property taxes, and there are no ad valorem real property taxes to prorate. Notwithstanding, should the Columbia County Property Appraiser determine the Property is not exempt from taxes for the year of closing, such ad valorem real property taxes shall be prorated as of the day of closing, the DISTRICT being liable for its pro rata share of any such taxes for the period prior to closing, and the BUYER being liable for its prorated share of any such taxes for the period commencing on the closing day, and for the remainder of the year of closing.

6. **CLOSING DATE AND CLOSING PROCEDURE:**

6.1 **CLOSING DATE AND TIME:** Unless otherwise extended as provided elsewhere herein, this transaction shall close at a mutually agreeable time on a mutually agreeable date occurring on or before the Closing Date, at a location mutually acceptable to both Parties.

6.2 **CLOSING PROCEDURE:** At Closing the following shall occur:

- (a) BUYER shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement.

- (b) Title to the Property shall be conveyed to BUYER by a Deed in the form otherwise described herein, conveying to BUYER fee simple title to the Property free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Easements shall be conveyed by easement.
- (c) DISTRICT shall assign to BUYER via instruments in appropriate recordable form all easements benefiting the Property, conveying to BUYER all the DISTRICT's right, title and interest in all such easements, together with all the DISTRICT's utility improvements thereon.
- (d) Documentary stamps are not due on this transaction pursuant to Rule 12B-4.014(10), Florida Administrative Code.
- (e) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- (f) Except as otherwise provided herein, each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- (g) All bills of any kind for services, materials and supplies of any kind rendered in connection with the operation and maintenance of the Property prior to Closing, including but not limited to electricity, utilities services, and the like for a period up to and including the Closing Date, shall be paid by the DISTRICT. BUYER shall be responsible for all such costs and expenses incurred for services rendered after closing subsequent to closing.
- (h) Each Party shall deliver to the other Party a certificate stating that the party is not prohibited by decree or law from consummating the transaction contemplated hereby, there is not pending on the Closing Date any legal action or proceeding that hinders the ability of the Party to close the transaction, and all warranties and representations of such Party contained in this Agreement are true and correct in all material respects as of the Closing Date.

- (i) The DISTRICT shall deliver to BUYER, in a form reasonably acceptable to BUYER, an opinion of the DISTRICT's attorney substantially to the effect that:
  - i. The DISTRICT is validly organized, existing and its status is active under the laws of the State of Florida.
  - ii. This Agreement has been duly and validly executed and approved by the DISTRICT and is a valid and binding agreement upon the DISTRICT.
  - iii. The execution, delivery and performance of this Agreement will not violate any agreement of or binding on, or any law applicable to the DISTRICT.
- (j) BUYER shall deliver to the DISTRICT in a form acceptable to the DISTRICT, an opinion of the BUYER's Attorney substantially to the effect that:
  - i. BUYER is validly organized and existing as a municipality under the laws of the State of Florida.
  - ii. This Agreement has been duly and validly executed and approved by BUYER and is a valid and binding agreement upon BUYER.
  - iii. The execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, BUYER.
- (k) The DISTRICT shall deliver to BUYER a certified copy of a resolution adopted by the DISTRICT Board approving the sale and transfer of the Property to BUYER pursuant to Florida Statutes.

6.3 CLOSING: Upon satisfaction of the conditions precedent set forth in this Agreement, and provided both Parties have received final approval to proceed from (i) their respective governing bodies, then on the Closing Date the Parties representatives will either meet to review and exchange the fully executed closing documents described herein, or exchange the documents via mail, delivery service, or hand delivery. The closing documents will be dated as of the Closing Date. Upon receipt the Parties will confirm with each other the acceptability of the delivered closing documents. Promptly thereafter BUYER will deliver the Purchase Price to the DISTRICT via wire transfer in accordance with instructions the DISTRICT will provide BUYER. The Closing will be

complete upon the DISTRICT's confirmation of its receipt of the Purchase Price and BUYER will then have the full right to possession of all the Property. BUYER will record the deed(s) and any other closing document that must be recorded among the public records; BUYER will pay the applicable costs to record the closing documents. Each Party shall pay their respective attorneys' fees, costs, and expenses arising or associated with the Closing and this transaction.

7. **CONVEYANCE**: The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. The deed of conveyance shall be a quit-claim deed substantially in the form provided in Section 689.025, Florida Statutes. Notwithstanding, should the BUYER, at the BUYER's expense, seek to insure title to the PROPERTY at closing, the DISTRICT shall convey title to the PROPERTY in accordance with the requirements of the title insurance underwriter chosen by BUYER, which may include conveyance by warranty deed. The grantee on the deed of conveyance shall be the BUYER or any person or entity as directed by the BUYER.

8. **RESTRICTIONS**: The deed of conveyance will contain restrictions on the PROPERTY in substantially the following form:

8.1 **OTHER EDUCATION USES RESTRICTION**. From the time the deed of conveyance is recorded in the public records of the County and running until 30 years thereafter, the PROPERTY shall not be used to conduct any K through 12 educational purposes, activities, opportunities, or classes, including but not limited to a charter school, private school or career and technical education center.

8.2 **WAIVER OF RESTRICTIONS**. The above restrictions may only be waived by written resolution of the School Board of the DISTRICT which is approved on motion, second and majority vote. Such waiver may waive some or all of the above restrictions and may be permanent, for a limited amount of time or from time-to-time as provided in the written resolution.

8.3 **ENFORCEMENT**. The above restrictions shall be enforced by a reverter clause in the deed of conveyance for a period of twenty-one (21) years as allowed by Section 689.18, Florida Statutes. After the running of such period of time, the restrictions may be enforced pursuant to Section 689.18(7), Florida Statutes. The above restrictions shall provide that they shall only be enforced upon the giving of 60 days prior notice an opportunity to cure.

9. **TITLE COMMITMENT:**

9.1 TITLE COMMITMENT. At least ten (10) days prior to the closing, BUYER shall obtain and provide at its expense a current title insurance commitment in favor of the City of Lake City, Florida issued by a title company licensed to do business in the State of Florida, covering the Property and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in the amount of equal to the full, combined value of the Property. The title insurance commitment shall commit the insurer to issue an owner's title insurance policy to BUYER covering the Property, substantially in accordance with the ALTA Standard Owner's Form most recently approved for use in Florida as modified, reflecting title to the Property to be marketable and insurable, except for the Permitted Encumbrances, the standard printed exceptions usually contained in an owner's title insurance policy, and the standard exclusions from coverage; provided, however, that the title insurance company shall delete the standard exceptions customarily deleted for such items as the standard survey exception (based on a current survey for all or portions of the Property), and materialman's liens and mechanics liens, if there are no such liens at the time of Closing. The DISTRICT shall execute at, or prior to closing, in favor of BUYER and the title insurance company, all forms or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

9.2 NOTICE OF TITLE DEFECTS. The BUYER shall notify the DISTRICT in writing before the Closing Date of any alleged defect in the DISTRICT's title to the Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in the DISTRICT's title to the Property other than the Permitted Encumbrances), which (i) render or may render the DISTRICT's title to the Property unmarketable in accordance with standards adopted by The Florida Bar, or otherwise uninsurable; or (ii) include any restrictions or reversionary interests other than those set forth and contemplated in Section 8, hereof. Any objections to title to the extent not shown on the notice furnished by BUYER in accordance with the provisions of this paragraph shall be deemed to have been waived by BUYER and BUYER shall not be entitled to any damages or other remedies. The DISTRICT shall have until the

Closing Date to eliminate the objections to title set forth in BUYER's notice. However, in no event shall the DISTRICT be required to bring suit or expend any sum to cure title defects (exclusive of mortgages against the Property, which are in a liquidated amount) that the DISTRICT has an obligation to discharge by the closing pursuant to the terms of this Agreement. If the DISTRICT fails to deliver title as herein provided, then BUYER may:

- a. Accept whatever title the DISTRICT is able to convey with no abatement of the Purchase Price; or
- b. Reject title and terminate this Agreement with no further liability of either party to the other.

9.3 LIMITATIONS ON TITLE OBJECTIONS. BUYER may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and the DISTRICT advises BUYER that the DISTRICT elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Property from the burden thereof and the DISTRICT advises BUYER that the DISTRICT elects to do so at or prior to Closing; or (iii) the title insurance company issuing the title insurance commitments affirmatively to insure-over.

9.4 ENVIRONMENTAL AUDIT. BUYER may obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase Two ESA if BUYER determines that one is necessary based on the Phase I assessment results) of each parcel comprising the Property. If such ESA discloses the presence of any Hazardous Material, BUYER shall notify DISTRICT within ten (10) business days following receipt of such ESA, and DISTRICT shall have the right but not the obligation to perform such cleanup and remediation as is necessary hereunder. Upon DISTRICT's failure to perform such cleanup and remediation prior to the Closing Date, BUYER may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to closing without abatement of the Purchase Price.

10. **DUE DILIGENCE OF INVESTIGATION:** BUYER is relying upon its own due diligence investigation in entering into this Agreement. BUYER shall have until the Closing Date to complete, at BUYER's expense, financial, legal, engineering and operational due diligence investigations of the Property. Based upon the results of such due diligence investigations

BUYER shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. BUYER shall provide the DISTRICT with written notice of termination within ten (10) days following completion of such due diligence. During this period, the DISTRICT shall provide BUYER and its representative's access to all Property as set forth in this Agreement..

11. **FINANCING CONTINGENCY:** The BUYER's obligation to close is not contingent on the BUYER obtaining third party financing on any particular terms or at all. The DISTRICT shall not finance any part of the purchase price or costs and is not responsible for any costs or expenses of such financing.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, through the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REALTORS AND BROKERS:** The DISTRICT has not engaged the services of any realtor(s) nor broker(s) for the purposes of this transaction or concerning the PROPERTY and thus no realtor(s) nor broker(s) are owed any commission from the DISTRICT. The BUYER has not engaged the services of any realtor(s) nor broker(s) for the purposes of this transaction or concerning the PROPERTY and thus no realtor(s) nor broker(s) are owed any commission from the BUYER.
14. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
15. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
16. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the

DISTRICT in default and seeking the remedies allowed for default hereunder.

17. **CONDITION OF PROPERTY**: Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY “as is, where is”, “with all faults” and all warranties (both express and implied) concerning the PROPERTY are hereby disclaimed by the DISTRICT to the fullest extent allowed by law. The DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:

- 17.1 The condition of title to the PROPERTY;
- 17.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 17.3 The number of acres contained in the PROPERTY as shown in the SURVEY or otherwise;
- 17.4 The environmental condition of the PROPERTY;
- 17.5 The flood proneness of the PROPERTY and the flood zone in which the PROPERTY may be located;
- 17.6 The availability or continued availability of utility service on the PROPERTY;
- 17.7 The amount and value of the timber on the PROPERTY, if any;
- 17.8 The fitness of the PROPERTY for any particular use;
- 17.9 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 17.10 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

18. **ADVERSE LEGAL CIRCUMSTANCES:** There are no current actions, suits or proceedings at law or in equity pending or, to the DISTRICT's knowledge, threatened against the DISTRICT before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Property or the DISTRICT's right and ability to make and perform this Agreement, nor is the DISTRICT aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The DISTRICT is not in default with respect to any certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Property. The DISTRICT agrees and warrants it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the Property.
19. **CONDITIONS PRECEDENT TO CLOSING:**
- 19.1 Prohibitions on Consummation of Transaction. Neither Party is prohibited by decree or law from consummating the transaction.
- 19.2 Non-Existence of Legal Actions. There is not pending on the Closing Date any legal action or proceeding that would (i) prohibit the acquisition or sale of the Property, (ii) prohibit BUYER or the DISTRICT from closing the transaction or BUYER from paying the Purchase Price, or (iii) inhibit or restrict in any manner BUYER's use, title, or enjoyment of the Property.
- 19.3 Performance of Contractual Conditions. The other Party has performed all of the undertakings required to be performed by it under the terms of this Agreement.
- 19.4 No Material Change. There has been no material adverse change in the physical condition of the Property. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Property that materially reduces its value in the aggregate.
- 19.5 Affirmation of Warranties and Representations. All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
18. **ESCROW:**

18.1 The DISTRICT and the BUYER authorize the CLOSING AGENT to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this CONTRACT, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of CLOSING AGENT. The parties agree that CLOSING AGENT will not be liable to any person for misdelivery of escrowed items to the DISTRICT or the BUYER, unless the misdelivery is due to CLOSING AGENT's willful breach of this CONTRACT or gross negligence.

18.2 In the event of any litigation or dispute between the DISTRICT and the BUYER concerning the release of the subject matter of the escrow, the CLOSING AGENT's sole responsibility may be met, at CLOSING AGENT's option, by commencing an action for interpleader of the disputed subject matter of the escrow. If CLOSING AGENT interpleads the subject matter of the escrow, CLOSING AGENT will deduct the filing fees and costs (amounts paid to clerks of the court, process servers, publication fees, etc.) from the escrowed funds prior to paying the balance of the escrowed funds to the court. The CLOSING shall be entitled to recover its reasonable attorneys' fees and costs to be awarded against the non-prevailing party. The DISTRICT and the BUYER agree that, upon the CLOSING AGENT's deposit of the disputed subject matter of the escrow to or as directed by the court in the interpleader action, neither the DISTRICT nor the BUYER shall have any further right, claim, demand or action against CLOSING AGENT regarding the disputed subject matter of the escrow.

19. **ASSIGNABILITY**: Neither party may assign its rights under this CONTRACT.
20. **TIME IS OF THE ESSENCE**: Time is of the essence in this CONTRACT.
21. **PERSONAL PROPERTY**: Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
22. **NON-MERGER CLAUSE**: The terms of this CONTRACT shall survive the closing.

23. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:

23.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to cancel this CONTRACT and sue the DISTRICT for money damages limited to the amount of the actual expenses incurred by the BUYER after the EFFECTIVE DATE in furtherance of this CONTRACT. (Any such recovery of money damages shall also be limited as otherwise provided in the MAXIMUM LIABILITY FOR DAMAGES section of this CONTRACT.)

23.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT shall be entitled to cancel this CONTRACT and sue the BUYER for money damages limited to the amount of the actual expenses incurred by the DISTRICT after the EFFECTIVE DATE in furtherance of this CONTRACT. (Any such recovery of money damages shall also be limited as otherwise provided in the MAXIMUM LIABILITY FOR DAMAGES section of this CONTRACT.)

24. **MAXIMUM LIABILITY FOR DAMAGES:**

24.1 Notwithstanding anything else herein to the contrary, the DISTRICT's maximum liability for damages under this CONTRACT and any of the documents delivered by the DISTRICT under this CONTRACT (including, without limitation, the deed of conveyance and all of the documents delivered at CLOSING and any documents of further assurance required thereafter), either before or after CLOSING, shall not exceed in the aggregate the total sum of One Thousand and no/100ths Dollars (\$1,000.00) and BUYER hereby fully and forever waives any claim it may have against the DISTRICT for any amount in excess of total sum.

24.2 Notwithstanding anything else herein to the contrary, the BUYER's maximum liability for damages under this CONTRACT and any of the documents delivered by the BUYER under this CONTRACT (including, without limitation, the deed of conveyance and all of the documents delivered at CLOSING and any documents of further assurance required thereafter), either before or after CLOSING, shall not exceed in the aggregate the total sum of One Thousand and no/100ths

Dollars (\$1,000.00) and DISTRICT hereby fully and forever waives any claim it may have against the BUYER for any amount in excess of total sum.

25. **LIMITATION ON REMEDY:** Notwithstanding anything else herein to the contrary, both parties mutually and forever waive the right to recover any consequential, incidental, indirect, special or punitive damages, including, without limitation, loss of future revenue, income or profits, in any legal proceeding(s) arising out of or relating to this CONTRACT or the transaction contemplated herein. This waiver shall apply to legal actions sounding in both contract and tort and shall apply whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen. This provision shall not be interpreted to mean that, absent this provision, either party would have the right to recover any such damages.
26. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
27. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation arising out of or relating to this CONTRACT or the transaction set out herein, shall be the Circuit Court or the County Court in and for the Florida county where the PROPERTY is located. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Florida District serving such Florida county.
28. **ATTORNEY'S FEES AND COSTS:** In any legal proceeding arising out of or relating to this CONTRACT or the transaction set out herein, each party shall bear its own costs and attorney's fees.
29. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or the transaction set out herein. The parties agree to have any such actions decided by a judge alone, without a jury.
30. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's or BUYER's sovereign immunity and/or the protections given the DISTRICT and BUYER under Section 768.28, Florida Statutes.

31. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
32. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
33. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the written terms of this CONTRACT.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** Any court or tribunal called upon to construe the terms of this CONTRACT shall not apply the rule of construction known as *fortius contra proferentem* which provides that language drafted by one party to a contract must be construed in favor of the other party. Any ambiguities with respect to any provision of this CONTRACT will be construed fairly as to all parties and not in favor of or against any party.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH

NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX  
DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE 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 HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO

PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **WAIVER OF COASTAL CONSTRUCTION CONTROL LINE ("CCCL") AFFIDAVIT AND SURVEY:** The term "CCCL" means the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes. If any part of the PROPERTY lies seaward of the CCCL, the DISTRICT would be required to provide the BUYER with an affidavit or survey as required by law delineating the CCCL's location on the PROPERTY, unless the BUYER waives this requirement in writing. The BUYER hereby waives the right to receive a CCCL affidavit or survey.
39. **FLOOD ZONE NOTICE:** The BUYER is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the PROPERTY is in, whether flood insurance is required, and what restrictions apply to improving the PROPERTY and rebuilding in the event of casualty.
40. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
41. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** A condition precedent to the DISTRICT's obligation to close shall be compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including, without limitation, Section 1013.28, Florida Statutes and the Florida Department of Education's State Requirements for Educational Facilities. Should the DISTRICT fail to comply with any of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
42. **CONTRACT CONTINGENT ON SCHOOL BOARD AND CITY COUNCIL APPROVALS:** Notwithstanding anything else herein to the contrary, this

CONTRACT shall not be binding on any party nor have any effect unless and until this CONTRACT is (a) approved by written resolution of the DISTRICT, (b) approved by written resolution of the BUYER's city council; and (c) fully executed by all parties. Such written resolutions must be approved, respectively, by the DISTRICT's School Board, on motion, second and majority vote and in compliance with Section 1013.28, Florida Statutes and the Florida Department of Education's State Requirements for Educational Facilities, and the BUYER's city council in compliance with BUYER's city charter and ordinances, and otherwise in compliance with applicable Florida Statutes.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by DISTRICT, the School Board of Columbia County, Florida, a body corporate.

SCHOOL BOARD OF  
COLUMBIA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Dana Brady Giddens, Chair

ATTEST: \_\_\_\_\_  
Keith Couey  
Superintendent

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by BUYER, City of Lake City, Florida

CITY OF LAKE CITY, FLORIDA

BY: \_\_\_\_\_  
Noah Walker, Mayor

ATTEST: \_\_\_\_\_  
Audrey Sikes  
City Clerk

**File Attachments for Item:**

20. Discussion and Possible Action – Chief Butler requests balance of the Mariah Fund in the amount of \$142,788.32 to be used by Executive Director of Utilities for the replacement of the worn/damaged playground equipment in our city parks.

<b>MEETING DATE</b>
4/6/26

# CITY OF LAKE CITY

## Report to Council

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

**SUBJECT: Mariah Fund – Purchase of Playground Equipment for City Parks**

**DEPT / OFFICE: Lake City Police Department**

<b>Originator:</b> Chief Gerald Butler		
<b>City Manager</b> Don Rosenthal	<b>Department Director</b> Chief of Police Gerald Butler	<b>Date</b> 3/3/2026
<b>Summary Explanation &amp; Background:</b> It was recently determined that much of the playground equipment in our city parks have reached the end of life and needs replacement. The Mariah Fund was established by City Council as a fund to positively impact the youth in our community and reduce gun violence. By replacing the worn-out playground equipment, this will promote families and youth to use our public parks more frequently and give the youth in our community alternatives to hanging out on the streets and potentially getting into trouble. Use of the Mariah Fund would allow the City, through the Executive Director of Utilities, to immediately begin the process of replacing the playground equipment. Using the funds for this equipment is in the spirit the fund was established and would have an immediate and positive impact on the community for years to come.		
<b>Alternatives:</b> City waits for alternative funding sources/delay in replacing equipment		
<b>Source of Funds:</b> Mariah Fund, Acct: 001.16.574-080.82 (current balance \$142,788.32)		
<b>Financial Impact:</b> Not to exceed \$142,788.32		
<b>Exhibits Attached:</b> Not Applicable		