
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

March 18, 2024 at 6:00 PM

Venue: City Hall

AGENDA

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

Events Prior to Meeting - None

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.

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

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

Proclamations - None

Minutes

- [1.](#) February 20, 2024 Regular Session Meeting
- [2.](#) February 26, 2024 Special Called Council Meeting
- [3.](#) February 26, 2024 Council Workshop
- [4.](#) March 4, 2024 Regular Session

Approval of Agenda

Public Participation - Persons Wishing to Address Council

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

Approval of Consent Agenda

- [5.](#) Approval to transfer funds in the amount of \$34,000.00 from Professional Services, account 410.72.536-030.31, to Capital Outlay Infrastructure, account 410.72.536-060.63, to cover the cost of upgrading Programmable Logical Controllers (PLC), soft starters and other intergraded equipment at the Water Treatment Plant. The funds are budgeted for this fiscal year.
- [6.](#) Approval to award Bid No. ITB-007-2024 Annual Tree Removing, Stump Grinding and Mulching Contract to Looks Great Services of MS, Inc., the lowest bidder.

Presentations

- [7.](#) City Council Resolution No. 2024-025 - A resolution of the City of Lake City, Florida, changing the name of that certain segment of Northeast Railroad Street situated between North Marion Avenue and Northeast Davis Avenue; designating the name of said segment henceforth to Northeast Presley Lane within the City of Lake City, Florida; providing for conflicts; providing for severability; providing an effective date.

Old Business

Ordinances - None

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions

- [8.](#) City Council Resolution No. 2024-024 - A resolution of the City of Lake City, Florida, approving that certain State Highway Lighting, Maintenance, and

Compensation work order for Fiscal Year 2024-2025 Agreement with the State of Florida Department of Transportation for maintenance of certain highway lighting facilities located in the City of Lake City; 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 said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

9. City Council Resolution No. 2024-026 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One pursuant to the continuing contract with RS&H, Inc., a Florida Corporation; providing for professional construction, engineering, and inspection services associated with improvements to Southwest Grandview Street; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date.
10. City Council Resolution No. 2024-027 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and the State of Florida Department of Transportation for Administration of State Grant Funds pursuant to Financial Project Number 434923-1-94-24 for the design and construction of a hangar at the Lake City Gateway Airport; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.
11. City Council Resolution No. 2024-030 - A resolution of the City of Lake City, Florida, approving Change Order Number Three to that certain contract between the City and SGS Contracting Services, Inc. as said contract was approved and adopted pursuant to City of Lake City Resolution No. 2023-099; pursuant to said Change Order Number Three extending to May 24, 2024 the date of completion of the Rehabilitation Project at the City of Lake City's Waste Water Treatment Plant as such date of completion was initially set forth in said contract; making certain findings of fact in support of the City approving said Change Order; 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. (St. Margarets)

Other Items

- [12.](#) Discussion and Possible Action: Nomination(s) for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. All applications must be received by April 10. (Mayor Stephen Witt)
- [13.](#) Informational Purposes Only - City Attorney Folds Walker, LLC invoice for January 2024.

Departmental Administration

- [14.](#) Discussion and Possible Action: Approval to create an additional Records Coordinator position (Grade 2) in the Lake City Police Department Records Unit to keep up with the influx of public records request. This position will be funded from the 10 Communications Officer position (Grade 1) being removed from the Police Position Schedule when the Dispatch Center is moved to the County. (Chief Gerald Butler)

Comments by Council Members

Adjournment

YouTube Information

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

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

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

File Attachments for Item:

1. February 20, 2024 Regular Session Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 20, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Vice Mayor-Council Member Jake Hill

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.

Chevella Young

Ricky Jernigan

City Attorney
Interim City Manager

Todd Kennon

Dee Johnson

Sergeant-at-Arms

Chief Gerard Butler

City Clerk

Audrey Sikes

After Mayor Witt read the rules of decorum aloud, Mr. Jernigan inquired about consequences should someone violate the rules. Mayor Witt reported they would be removed.

PROCLAMATIONS – None

MINUTES – None

APPROVAL OF AGENDA

Mayor Witt reported at the request of the property owner, Item #3 was to be removed. Ms. Young requested to add two items to the agenda: Discussion, Citizen Review Board, and an Emergency Item, Niblack Elementary School Funding, under New Business. **Mr. Hill made a motion to approve the agenda as amended. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Betty Goggins
- Sylvester Warren

APPROVAL OF CONSENT AGENDA

1. City Council Resolution No. 2024-017 - A resolution of the City Council of the City of Lake City, Florida, accepting the bid from, and authorizing the execution of an agreement with Atlantic Lining Co., Inc. for the replacement of the Sprayfield Effluent Reservoir Liner, at a cost not-to-exceed \$566,382.42.

2. Approval to award Bid No. ITB-009-2024 for Annual Limerock Contract to Pritchett Trucking, lowest bidder.

Mr. Hill made a motion to approve the consent agenda consisting of the items listed above. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.

PRESENTATIONS – None

OLD BUSINESS

Ordinances

3. City Council Ordinance No. 2024-2276 - (final reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 24-01, relating to voluntary annexation; making findings; annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Cecilia Davis)

This Item was removed during approval of agenda.

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2024-2278. City Council Ordinance No. 2024-2278 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2024-2278. No one asked to be heard on City Council Ordinance No. 2024-2278, therefore Mayor Witt closed the public hearing.

7. City Council Ordinance No. 2024-2278 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending the City Code to add a new Section Number 86-110.22 to Article III, Chapter 86, which provides for the permanent vacating of a right of way; finding that the right of way was abandoned by the City; finding that the closing of the right of way will not adversely affect the public health, safety, or welfare; finding that it is in the best interest of the City and for the general welfare of its citizens to close the right of way; providing for the repeal of conflicting ordinances; providing for severability; providing for inclusion into the City Code; and providing an effective date. (McCall) **Mr. Hill made a motion to approve City Council Ordinance No. 2024-2278 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

At this time Mayor Witt closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2024-2279. City Council Ordinance No. 2024-2279 was read by title. Mayor Witt asked if anyone wanted to be heard regarding City Council Ordinance No. 2024-2279. No one asked to be heard on City Council Ordinance No. 2024-2279, therefore Mayor Witt closed the public hearing.

8. City Council Ordinance No. 2024-2279 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending Article I Section 70-2 of the City Code related to residency requirements; providing for severability; providing for codification; and providing an effective date. **Mr. Hill made a motion to approve City Council Ordinance No. 2024-2279 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Resolutions – None

Other Items

9. Discussion and Possible Action: City Manager Application Review Process (Human Resources Director BillieJo Bible)

PUBLIC COMMENT: James Carter

Mayor Witt reported he had reviewed the applicants, but was not prepared to discuss unless members were ready to narrow them down.

Ms. Young reported she was in the middle of reviewing applications but was not ready to discuss them at this time.

Mayor Witt suggested members present their top three applicants at the next meeting. He stated in person interviews could be held for local applicants, with interviews held over Zoom for anyone out of town.

Ms. Young spoke in favor for all interviews to be held in person.

Mr. Jernigan thanked Human Resources Director BillieJo Bible and Mr. Johnson for compiling the top six applicants.

Ms. Bible reported there was no process or scoring for her selection of the top six candidates. The job description and the City Charter were utilized.

PUBLIC COMMENT: Sylvester Warren

15. Citizen Police Review Board (Council Member Chevella Young)

Ms. Young asked City Attorney Clay Martin to provide an update on the topic of a Citizen Police Review Board, as the members had recently received multiple emails from the community.

Attorney Clay Martin reported the status of legislation on Citizen Review Boards, and stated there were currently two pending bills that would be moving forward, House Bill 601 and Senate Bill 576.

PUBLIC COMMENT: Sylvester Warren

16. Niblack Elementary School Funding (Council Member Chevella Young)

Ms. Young reported Niblack Elementary School would be relocating to another building and suggested donating \$5,000.00 for the food truck event taking place during the move.

At the request of Ms. Young, Principal Murphy and past Principal Ivory informed members of the move, and events taking place.

Ms. Young made a motion to present \$5,000.00 to Niblack Elementary for the food truck event from Public Assistance. The motion provides approval to present \$30,000.00 to Niblack Elementary for programs from the Mariah Fund. Mr. Hill seconded the motion.

PUBLIC COMMENT: Sylvester Warren

A roll call vote was taken and the motion carried.

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

NEW BUSINESS

Ordinances – None

Resolutions

- 10. City Council Resolution No. 2024-019 - A resolution of the City Council of the City of Lake City, Florida, authorizing the Lake City Police Department to enter into a Memorandum of Understanding with Learning for Life, a foreign non-profit corporation, which operates and maintains the program known as "Exploring Youth Protection" training. **Mr. Jernigan made a motion to approve City Council Resolution No. 2024-019. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.**

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

12. City Council Resolution No. 2024-022 - A resolution of the City of Lake City, Florida, approving that certain Supplemental Agreement between the City and State of Florida Department of Transportation for additional Small County Outreach Program (SCOP) Grant Funds in the amount of \$126,871.92 for the design, construction, engineering, and inspection of Grandview Street from Faith Road to McFarlane Avenue; making certain findings of fact in support of the City approving said Supplemental 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. Hill made a motion to approve City Council Resolution No. 2024-022. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

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

Note: Item #12 was read and adopted prior to Item #11.

11. City Council Resolution No. 2024-020 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Eleven to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation; providing for the Professional Engineering Services associated with Project No. 8904-12-1 and updating the City's Spill Prevention, Control, and Countermeasure Plan to comply with the Florida Department of Environmental Protection (FDEP) and Federal Environmental Protection Agency (FEPA) requirements; providing for a proposed cost of \$6,500.00 and completed by the February 19, 2024 deadline. **Mr. Hill made a motion to approve City Council Resolution No. 2024-020. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

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

Other Items

13. Informational Purposes Only - City Attorney Robinson, Kennon, and Kendron, P.A. invoices for December 2023 and January 2024.

DEPARTMENTAL ADMINISTRATION

14. Discussion and Possible Action: Approval of funding to purchase a large order of Cordonei meters for \$554,960.00 which is not budgeted. Also, approval to move \$500,000.00 from the Utility Administration budget to the Water & Distribution Collections budget, move \$200,000.00 from account 410.70.536-090.99.02 and \$300,00.00 from account 410.70.536-060.63. If approved these funds would be moved to account 410.78.536.030.52 to cover the cost of the meters (Distribution & Collection Director Brian Scott)

Mr. Johnson explained the need for new meters and the time it would take for them to be delivered.

Mr. Jernigan made a motion to grant the acting City Manager and Finance Director to transfer funds as follows: move \$500,000.00 from the Utility Administration budget to the Water & Distribution Collections budget, move \$200,000.00 from account 410.70.536-090.99.02 and \$300,00.00 from account 410.70.536-060.63 to account 410.78.536.030.52 to cover the cost of the meters. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

COMMENTS BY COUNCIL

Mr. Hill asked for the status of the grant for the Gwen Lake Project. Mr. Johnson reported Shannon Williams with Gateway Grant Writing & Administration, Inc. was currently waiting on a response for what she has submitted.

ADJOURNMENT

Mr. Hill made a motion to adjourn at 6:58 PM and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

2. February 26, 2024 Special Called Council Meeting

The City Council in and for the citizens of the City of Lake City, Florida, met in a Special Called Session, on February 26, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION – Mayor/Council Member Stephen Witt

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.

Chevella Young

Ricky Jernigan

City Attorney
Interim City Manager

Clay Martin

Dee Johnson

Sergeant-at-Arms

Chief Gerald Butler

City Clerk

Audrey Sikes

After Mayor Witt read the rules of decorum aloud, Mr. Jernigan inquired about consequences should someone violate the rules. Mayor Witt reported that person could be removed.

APPROVAL OF AGENDA

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

PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren – Mr. Warren was removed from the meeting during his public comments.
- Glenel Bowden
- Stew Lilker
- John Cole
- Eileen Morello

OLD BUSINESS

1. Discussion and Possible Action - Applicants for filling the vacancy of Council Member for City Council District 13. (Mayor Stephen Witt)

Mayor Witt reported there were two applicants, James Carter and Shawn Raggins. Mr. Raggins was not eligible due to residing in District 14, therefore Mr. Carter was the only qualified applicant.

2. City Council Resolution No. 2024-018 - A resolution of the City Council of the City of Lake City, Florida, appointing James Carter as Councilmember of District Thirteen in accordance with the City Charter; and providing an effective date. **Mr. Jernigan made a**

motion to approve City Council Resolution No. 2024-018. Mr. Hill seconded the motion. A roll call vote was taken and the motion carried.

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

City Clerk Audrey Sikes administered the Oath of Office to City Council District 13 member James Carter.

COMMENTS BY COUNCIL

Mr. Carter was welcomed by Council.

ADJOURNMENT

Mr. Jernigan made a motion to adjourn at 6:26 PM. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

3. February 26, 2024 Council Workshop

The City Council in and for the citizens of the City of Lake City, Florida, met in Workshop, on February 26, 2024 beginning at 6:26 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Chevella Young
Ricky Jernigan
James Carter
Clay Martin
Dee Johnson
Chief Gerald Butler
Audrey Sikes

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

After Mayor Witt read the rules of decorum aloud, Mr. Jernigan inquired about consequences should someone violate the rules. Mayor Witt reported they can be removed from the meeting.

PUBLIC COMMENT

- Sylvester Warren
- Glenel Bowden
- Stew Lilker
- Ben Lofstrom

ITEMS FOR DISCUSSION

1. City Council Meeting Decorum

Mr. Jernigan suggested adding wording to the Roll Call section of the agenda that would inform citizens and members on what would happen if they violated the rules of decorum.

Members discussed time limits for public comment and comments on agenda items; they concurred to keep the current three-minute time limit.

Mayor Witt inquired as to when public comment should be taken on an item.

City Attorney Clay Martin reported public comment should be taken after a motion is made, as is defined in Robert's Rules of Order, but members could adjust the rules accordingly to take public comments prior to the proposition.

Mr. Jernigan spoke in support of following Robert's Rules of Order as adopted.

Mayor Witt and Mr. Carter spoke in support of having public comment prior to a motion being made.

PUBLIC COMMENT: Glenel Bowden; Sylvester Warren; Stew Lilker; Ben Lofstrom; Alice Heckerd

Mr. Jernigan spoke in support of the proposed verbiage he presented for Section 2-46 Decorum, that would allow any member of the City Council to move to require the presiding officer to act to enforce the rules. Mayor Witt concurred to incorporate this verbiage.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden;

2. Application and Policy for Grant Funding Request \$5,000.00 max (Community Program Director Terri Phillips)

Ms. Phillips presented the application and policy for review to members. She discussed a program for them to consider, the Mayor's Matching Grant Program to which the City Council members would serve as the review panel. Ms. Phillips asked members to review the program materials and provide feedback.

Mayor Witt asked members to provide feedback on the proposed application and policy. Staff will receive input from council and come back with an application and policy via resolution for council consideration.

Mr. Jernigan thanked Ms. Phillips and Mr. Johnson for their work on this item.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

COMMENTS BY COUNCIL

Mr. Carter thanked members for the appointment to City Council District 13.

ADJOURNMENT

Mr. Jernigan made a motion to adjourn at 7:40 PM and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

4. March 4, 2024 Regular Session

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on March 4, 2024 beginning at 6:00 PM, in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida. Members of the public also viewed the meeting on our YouTube Channel.

PLEDGE OF ALLEGIANCE

INVOCATION –Mayor-Council Member Stephen Witt

At this time, a moment of silence was held for Assistant Fire Chief Dwight Boozer. Mayor Witt announced funeral arrangements.

ROLL CALL

Mayor/Council Member
City Council

Stephen M. Witt
Jake Hill, Jr.
Chevella Young
Ricky Jernigan

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

James Carter
Clay Martin
Dee Johnson
Chief Gerard Butler
Audrey Sikes

After Mayor Witt read the rules of decorum aloud, Mr. Jernigan inquired about consequences should someone violate the rules. Mayor Witt reported they could be removed. Mr. Jernigan requested for appropriate verbiage to be incorporated into the agenda template to be read at every meeting by the presiding officer. Mayor Witt concurred to add the language.

PROCLAMATIONS – None

MINTUES

1. January 22, 2024 Council Workshop
2. February 5, 2024 Regular Session

Mr. Hill made a motion to approve the January 22, 2024 Council Workshop and February 5, 2024 Regular Session minutes as presented. Ms. Young seconded the motion the motion carried unanimously on a voice vote.

APPROVAL OF AGENDA

Mayor Witt reported Item #6 needed to be removed due to funeral preparations. **Mr. Carter made a motion to approve the agenda as amended. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.**

PUBLIC PARTICIPATION – PERSONS WISHING TO ADDRESS COUNCIL

- Sylvester Warren
- Glenel Bowden
- John Cole
- Victor Kamacho

APPROVAL OF CONSENT AGENDA

3. Approval to award Bid No. ITB-006-2024 Annual Contract for Fencing to North Florida Fence, the lowest bidder.

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

PRESENTATIONS – None

OLD BUSINESS

Ordinances – None

Resolutions – None

Other Items

4. Discussion and Possible Action: City Manager Applicants (Human Resources Director BillieJo Bible)

Ms. Bible reported there was nothing new to report since the previous meeting, and offered to assist as needed.

PUBLIC COMMENT: Sylvester Warren; Glenel Bowden

Members verbally announced their top 3 candidates as follows:

Mr. Jernigan: Gerald Butler, Juan Guerra, Don Rosenthal

Mr. Hill: Don Rosenthal, Juan Guerra, Stephen Popski

Mayor Witt: Gerald Butler, Michael Brillhart. Stephen Popski

Mr. Carter: Juan Guerra, Gerald Butler, Don Rosenthal

Ms. Young: Don Rosenthal, Juan Guerra, Michael Brillhart

Mayor Witt announced the results as follows:

Don Rosenthal – 4 votes

Juan Guerra – 4 votes

Gerald Butler – 3 votes

Michael Brillhart – 2 votes

Stephen Popski – 2 votes

Note: David Paoloff received 0 votes

Members concurred to interview the top three candidates, Don Rosenthal, Juan Guerra and Gerald Butler in person.

Members discussed having the candidates in the community for 2-3 days to work through the process.

Members concurred to have the interviews later in the day, around 5:00 PM, potentially on a Wednesday or Thursday. Members are to provide Ms. Sikes with their dates of availability.

Members concurred to cover the candidates travel expenses.

Members concurred for the process to include a tour of the City facilities, round table session with directors, meet and greet event with the community, one on one session with each Council Member and conducting the interview the final day. The City Clerk, Interim City Manager, City Attorney and Human Resource Director will coordinate together to get scheduled.

Ms. Bible reported she has the questions already prepared and is not comfortable providing them ahead of time. She recommends not releasing until the interview. Attorney Martin reported the questions are a public record.

Members are to review the questions prepared by Ms. Bible. Members will discuss at a later date, the format to be utilized for the interview process.

NEW BUSINESS

Ordinances – None

Resolutions

5. City Council Resolution No. 2024-021 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Four with Passero Associates, LLC, for professional services for the reconstruction of existing pavement and storm sewer on the Northern half of Industrial Loop Road at the Lake City Gateway Airport; providing for a total cost not-to-exceed \$98,333.00; and providing for an effective date.

PUBLIC COMMENT: Sylvester Warren

**Mr. Hill made a motion to approve City Council Resolution No. 2024-021.
Mr. Jernigan seconded the motion.**

Mr. Jernigan inquired about Camp Street being paved. Mr. Johnson reported he would need to check infrastructure before allocating funds for roads.

A roll call vote was taken and the motion carried.

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

Other Items – None

DEPARTMENTAL ADMINISTRATION

6. Discussion and Possible Action - Approval to use a maximum amount of \$1.8 million of the remaining ARPA funds to replace the 18-year-old Ladder 1 truck. Currently the build time after purchase of a new replacement ladder truck is two (2) years. (Chief Josh Wehinger)

This Item was removed during approval of the agenda.

Mr. Jernigan made a motion to table the Affordable Housing Workshop until a permanent City Manager was in place. The motion died due to lack of second.

COMMENTS BY COUNCIL MEMBERS – None

ADJOURNMENT

Mr. Jernigan made a motion to adjourn at 6:50 PM. Mr. Hill seconded the motion and the motion carried unanimously on a voice vote.

Stephen M. Witt, Mayor/Council Member

Audrey Sikes, City Clerk

File Attachments for Item:

5. Approval to transfer funds in the amount of \$34,000.00 from Professional Services, account 410.72.536-030.31, to Capital Outlay Infrastructure, account 410.72.536-060.63, to cover the cost of upgrading Programable Logical Controllers (PLC), soft starters and other intergraded equipment at the Water Treatment Plant. The funds are budgeted for this fiscal year.

MEETING DATE

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT:

DEPT / OFFICE: Utilities

Originator: Michael Osborn, Director of Water Treatment		
City Manager Demetrius Johnson	Department Director Michael Osborn	Date 02/29/24
Recommended Action: Council approval to relocate funds in the amount of \$34,000.00 from Account 410.72.536-030.31 To Account 410.72.536-060.63 to cover the cost of PLC upgrade at Water Treatment Plant.		
Summary Explanation & Background: The Water Treatment Plant has previously purchased upgraded Programable Logical Controllers (PLC's), Soft Starts, and other intergraded equipment. This is to replaces the outdated equipment at the Plant. We have replaced as much of the equipment, as we can inhouse, well ahead of schedule. Now we are looking to have professional assistance to finish the project, this fiscal year instead of waiting until next year. We have money budgeted in Professional Services and need to transfer it to Capital Outlay Infrastructure for accounting and auditing purposes.		
Alternatives: Wait and budget this in Capital next budget cycle, which prices would change to a higher amount, and if we have equipment failure would jeperdize the Water Quality of the City.		
Source of Funds: 410.72.536-030.31		
Financial Impact: None money is already part of this budget cycle.		
Exhibits Attached: See attached		



**ATTENTION: Richard Horta
LAKE CITY, FL
LAKE CITY CONTROLS MIGRATION
Option A includes Installation Services**

PROJECT OVERVIEW

Wesco is pleased to submit this proposal to City of Lake City for the Lake City Controls Migration. This proposal is based on information received on February 1st, 2024, and subsequent e-mails and phone conversations.

SCHEDULE OF SERVICES

The following services are included in this proposal:

- Engineering Services
 - Project Kickoff & Scheduling Meetings
 - PLC & HMI Code Conversion
 - Commissioning & Functional Testing
- Installation Services
 - Installation & Wiring of new Controls Hardware

SCHEDULE OF MATERIALS

The following materials are included in this proposal:

- All Materials are Provided by the Customer

TRAVEL

- Travel Expenses Are Included
 - Travel Break Down
 - Hardware Installation & Wiring (2 Field Service Technician)
 - 4 Round Trip (Travel Time + Mileage)
 - Commissioning and Functional Testing (1 Systems Integration Engineer)
 - 2 Round Trips (Travel Time + Mileage)

CLARIFICATIONS

The following clarifications apply to this proposal:

- SMC upgrades should be completed before the start of this project
- ModBus & DeviceNet modifications are NOT included
- No new external to the panel Ethernet cable runs are included

50% due with Purchase Order
50% due on Completion



WESCO
DISTRIBUTION®

5875 HIGHWAY AVENUE
904-731-5900
JACKSONVILLE FL 32254

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF LAKE CITY
205 N MARION AVE

LAKE CITY FL 320553918

Date: 02/26/24
Branch: 7676
Project Number: MIGRATION OPTION A
Project Name MIGRATION OPTION A
Quoted To:
Date of Your Inquiry: 02/26/24
When ordering please refer to Quotation Number: 663593

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	EMS***LAKE CITY CONTROLS MIGRATION OPTION A QEL2402096.0 TURNKEY	33515.000	E	33515.00	0.00		03/29/24
SUB-TOTAL						33515.00		
TOTAL						33515.00		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

File Attachments for Item:

6. Approval to award Bid No. ITB-007-2024 Annual Tree Removing, Stump Grinding and Mulching Contract to Looks Great Services of MS, Inc., the lowest bidder.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Tree Removal Contract

DEPT / OFFICE: Procurement / Public Works

Originator: Angel Bryant		
City Manager Dee Johnson	Department Director Steve Brown	Date 03/05/2024
Recommended Action: Request approval to accept lowest bidder from ITB-007-2024 with Looks Great Services of MS, Inc. for annual contract for tree removal (Consent Agenda)		
Summary Explanation & Background: ITB-007-2024 Annual Tree Removal, Stump Grinding, and Mulching Contract was posted on 1/16/2024 -2/13/2024. Three proposals were submitted, whereas Looks Great Services of MS, Inc. was the lowest bidder.		
Alternatives: Not accept bid.		
Source of Funds: N/A		
Financial Impact:		
Exhibits Attached: ITB-007-2024 Solicitation, Bid Tabulation, Looks Great Services of MS, Inc. Proposal		

INVITATION TO BID

007-2024

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING.

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

RELEASE DATE: January 16, 2024

DEADLINE FOR QUESTIONS: January 30, 2024

PROPOSAL SUBMISSION DEADLINE: February 13, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/lcfla>

City of Lake City
INVITATION TO BID

Annual Tree Removal, Stump Grinding, and Mulching.

I. Introduction.....

II. Instruction To Bidders.....

III. Scope of Work and Related Requirements.....

IV. General Terms and Conditions.....

V. Pricing Proposal

VI. Vendor Questionnaire.....

1. Introduction

1.1. Summary

INVITATION TO BID

007-2024

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, February 13, 2024 at 2:00 pm, local time through the City's e-Procurement Portal, OpenGov Procurement. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the OpenGov located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Annual Tree Removal, Stump Grinding, and Mulching.

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

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

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Tuesday, January 30, 2024 at 4:00 pm. Questions received after this date and time will not be considered.

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

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

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

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

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

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

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

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

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

CITY OF LAKE CITY, FLORIDA

Dee Johnson

Interim City Manager

1.2. [Background](#)

This contract is for a non-exclusive Annual Contract for tree removal , stump grinding, and mulching for a one (1) year period with an option to renew for two (2) additional one (1) year periods. More than one vendor may be chosen.

1.3. [Contact Information](#)

Brenda Karr
Director of Procurement

205 North Marion Avenue
Lake City, FL 32055
Email: karrb@lcfla.com
Phone: [\(386\) 758-5407](tel:(386)758-5407)

Department:
Procurement

1.4. Timeline

Release Project Date	January 16, 2024
Question Submission Deadline	January 30, 2024, 4:00pm
Question Response Deadline	February 6, 2024, 4:00pm
Proposal Submission Deadline	February 13, 2024, 2:00pm

2. Instruction To Bidders

2.1. Overview

The City of Lake City is accepting bids for This annual contract is for tree removal, stump grinding, and mulching for the City of Lake City..

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

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, OpenGov Procurement, no later than Tuesday, February 13, 2024 at 2:00 pm. Late proposals shall not be accepted.

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

2.3. Pre-Bid Meeting

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

2.4. Questions

All questions related to this ITB shall be submitted in writing via the OpenGov Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Tuesday, February 6, 2024 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal. Oral answers given by anyone shall not be authoritative.

2.5. Addenda

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

2.6. Contents of Solicitation and Bidders Responsibilities

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

3. Scope of Work and Related Requirements

3.1. General Scope of Work

The Contractor is required to be a licensed tree service with experience in removal and trimming of various types of trees, stump grinding, land clearing, tree and other roadside vegetation debris hauling.

Tree trimming or removals will be performed by-request or as needed basis.

All tree trimming will be in accordance with the most recent version of the American national Standard institution ANSI Z133.1 Tree Care Operations, and ANSI A-300 pruning and Removal Specifications.

Trees shall be trimmed to a height of 18 ft. above the travel way including curb and gutter sections, from ROW line to ROW line to open clearance for mowing and other maintenance interests of the City.

Tree canopies will be lifted to a height of 10 ft. above any sidewalks/paths and side growth shall be trimmed back to the ROW line.

Trees shall be pruned by removing all dead, diseased, broken and otherwise structurally unsound branches.

Mutilations and loss of characteristic shape of tree shall be prohibited. Selective branch removal cuts shall be performed rather than excessive heading cuts. Heading cuts may be employed for crown restoration after significant storm damage.

The Contractor shall be notified by the City of any tree trimming work to be performed.

The Contractor shall daily clean and haul away trimming debris from the job site and properly dispose of it at an approved dumpsite. The job site shall be left in a “broom clean” condition.

3.2. Permitting

The awarded Bidder shall obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

3.3. Protection of Property/Property Conditions

- A. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
- B. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
- C. Bidder shall be responsible for securing all work areas to be safe.

3.4. Safety

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

3.5. Employees

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

3.6. Disposal of Waste

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

3.7. Warranty

- A. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. At a minimum, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the City of Lake City in writing.

- B. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

3.8. Hours of Work

- A. The successful Contractor will perform installation Monday through Friday from 7:00 AM to 4:00 PM.
- B. Extended working hours may be available upon request and approval by the City of Lake City prior to the commencement of the work specified under this contract.
- C. The Contractor may be requested by the City to provide emergency tree and stump removal services. Emergency services requires the Contractor to provide on-call services and respond within a 24 hour window.

3.9. Communication

The contractor shall be accessible for communication by cellular phone during all hours.

4. General Terms and Conditions

4.1. Definitions

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

4.2. Qualifications of Respondents

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

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

4.3. Award

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

4.4. Assignment

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

4.5. Basis for Bidding

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

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

4.6. [Bidder Eligibility](#)

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

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

4.7. [Cancellation of Solicitation](#)

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

4.8. [Changing of Forms](#)

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

4.9. [Tax Exempt](#)

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

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

4.10. Collusion Among Firms

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

4.11. Conflict of Interest

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

4.12. Conflicts within the Solicitation

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

4.13. Continuation of Work

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

4.14. Cost of Preparing Bid Response

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

4.15. [Execution of Contract](#)

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

4.16. [Interpretation of Contract Documents](#)

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

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

4.17. [Liability](#)

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

4.18. [Notice to Proceed](#)

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

4.19. [Price Bid](#)

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

4.20. [Protests](#)

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

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

4.21. Public Entity Crime

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

4.22. Public Record

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

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

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

4.23. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.24. Indemnity

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

4.25. Liquidated Damages

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

4.26. Schedule

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

- B. The successful Contractor must complete all work within N/A calendar days after delivery of equipment.

4.27. Special Conditions

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

4.28. Payment

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

4.29. Or Equal

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

4.30. Experience/References

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

4.31. Change Orders

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

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

4.32. Addendum

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

4.33. Required Documents

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

4.34. Employment Eligibility Verification (E-Verify)

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

4.35. Payment And Performance Bonds

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

4.36. Additional Information

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

5. Pricing Proposal

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Use of stump grinder to mulch stumps to below grade	1	Per Inch		
2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH		
3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20		
4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater		
5	Disposal of all generated tree debris	1	Ton		
6	Disposal of all generated tree debris	1	Cubic Yard		
7	Brush mulching	1	Square Foot		
TOTAL					

6. Vendor Questionnaire

6.1. References*

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

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

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

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

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City 007-2024 described as Annual Tree Removal, Stump Grinding, and Mulching..
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

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

Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

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

Select all that apply

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

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

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

None

*Response required

6.7. Disputes Disclosure Form - Explanation*

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

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

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

Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

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

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

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

Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
007-2024, Annual Tree Removal, Stump Grinding, and Mulching.;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

007-2024-Annual Tree Removal, Stump Grinding, and Mulching.

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

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

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

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

Please confirm

*Response required

6.12. Bidder's Checklist*

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

Please confirm

*Response required

6.13. Clarifications and Exceptions*

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

*Response required

6.14. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.15. Acknowledgments of Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes*

- A. This sworn statement is submitted with 007-2024.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Please confirm

*Response required

6.16. Please indicate which statement applies.*

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

Select all that apply

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

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

*Response required

6.17. [Required Documents](#)

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

6.18. [Describe Action Taken](#)

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

6.19. [Contractor verifies that employees are in compliance with the Davis-Bacon And Related Acts Regulations pertaining to labor standards.*](#)

Yes

No

*Response required

6.20. [Do you currently hold any municipality contracts?*](#)

Yes

No

*Response required

6.21. [If you indicated yes to holding municipality contracts please list them below.*](#)

Respond N/A if not applicable.

*Response required

6.22. [Number of years in this type of service?*](#)

*Response required



EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

RESPONSE DEADLINE: February 13, 2024 at 2:00 pm

Report Generated: Monday, March 11, 2024

SELECTED VENDOR TOTALS

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

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

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

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Creative Concepts	Joshua Glackin Tree Service	Looks Great Services of MS, Inc.	Outdoorlink Inc
References	Pass	Pass	Pass	No Response

EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Question Title	Creative Concepts	Joshua Glackin Tree Service	Looks Great Services of MS, Inc.	Outdoorlink Inc
Title and Organization	Pass	Pass	Pass	No Response
Local Office	Pass	Pass	Pass	No Response
Principal Office	Pass	Pass	Pass	No Response
Conflict of Interest Statement	Pass	Pass	Pass	No Response
Disputes Disclosure Form	Pass	Pass	Pass	No Response
Disputes Disclosure Form - Explanation	Pass	Pass	Pass	No Response
Disputes Disclosure Form - Acknowledgement	Pass	Pass	Pass	No Response
Drug Free Workplace Certificate	Pass	Pass	Pass	No Response
Non-Collusion Affidavit	Pass	Pass	Pass	No Response
E-Verify Affirmation Statement	Pass	Pass	Pass	No Response
Bidder's Checklist	Pass	Pass	Pass	No Response
Clarifications and Exceptions	Pass	Pass	Pass	No Response
Federal Identification No. (FEID)	Pass	Pass	Pass	No Response
Acknowledgments of Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes	Pass	Pass	Pass	No Response
Please indicate which statement applies.	Pass	Pass	Pass	No Response
Required Documents	No Response	No Response	No Response	No Response

EVALUATION TABULATION

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

EVALUATION TABULATION

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Question Title	Creative Concepts	Joshua Glackin Tree Service	Looks Great Services of MS, Inc.	Outdoorlink Inc
Describe Action Taken	Pass	Pass	Pass	No Response
Contractor verifies that employees are in compliance with the Davis-Bacon And Related Acts Regulations pertaining to labor standards.	Pass	Pass	Pass	No Response
Do you currently hold any municipality contracts?	Pass	Pass	Pass	No Response
If you indicated yes to holding municipality contracts please list them below:	Pass	Pass	Pass	No Response
Number of years in this type of service?	Pass	Pass	Pass	No Response



RESPONSE DOCUMENT REPORT

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

RESPONSE DEADLINE: February 13, 2024 at 2:00 pm

Report Generated: Monday, March 11, 2024

Looks Great Services of MS, Inc. Response

CONTACT INFORMATION

Company:

Looks Great Services of MS, Inc.

Email:

bids@looksgreatservices.com

Contact:

Kristian Agoglia

Address:

1501 Highway 13 North
Columbia, MS 39429

Phone:

N/A

Website:

www.looksgreatservices.com

Submission Date:

Feb 12, 2024 11:21 AM

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. References*

Pass

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: _____

Company Name: Suwannee Valley Electric Cooperative

Address: 11340 100th St, Live Oak, FL 32060

Business Phone #: 800-447-4509

Contact Person: Leslie Laffon

RESPONSE DOCUMENT REPORT

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Email: info@svec-coop.com

Length of time services provided: 5 months.

Company Name: Pearl River Valley Electric Power Association

Address: 1422 Highway 13 North, Columbia, MS 39429

Business Phone #: 601-736-2666

Contact Person: Wade McKenzie

Email: wmckenzie@prvepa.com

Length of time services provided: 5 years.

Company Name: Dominion Energy SC

Address: 220 Operations Way, Cayce, SC 29033

Business Phone #: 800-251-7234

Contact Person: Mark Branham

Email: mark.branham@dominionenergy.com

Length of time services provided: 3 years.

2. Title and Organization*

Pass

Please provide your title and organization's name.

Vice President - Looks Great Services of MS, Inc.

3. Local Office*

Pass

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

N/A

4. Principal Office*

Pass

Please provide the city and state for your Principal Office.

Columbia, MS

5. Conflict of Interest Statement*

Pass

- A. The above named entity is submitting a Bid for the City of Lake City 007-2024 described as Annual Tree Removal, Stump Grinding, and Mulching..
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

Confirmed

6. Disputes Disclosure Form*

Pass

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*

Pass

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*

Pass

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*

Pass

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*

Pass

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
007-2024, Annual Tree Removal, Stump Grinding, and Mulching.;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

11. E-Verify Affirmation Statement*

Pass

007-2024-Annual Tree Removal, Stump Grinding, and Mulching.

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

12. Bidder's Checklist*

Pass

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

13. Clarifications and Exceptions*

Pass

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

14. Federal Identification No. (FEID)*

Pass

Please provide your FEIN number here.

27-4125328

15. Acknowledgments of Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes*

Pass

- A. This sworn statement is submitted with 007-2024.
- B. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

Confirmed

16. Please indicate which statement applies.*

Pass

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.

17. Required Documents

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

No response submitted

18. Describe Action Taken

Pass

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

N/A

19. Contractor verifies that employees are in compliance with the Davis-Bacon And Related Acts Regulations pertaining to labor standards.*

Pass

Yes

20. Do you currently hold any municipality contracts?*

Pass

Yes

21. If you indicated yes to holding municipality contracts please list them below:*

Pass

Respond N/A if not applicable.

Santa Rosa County, FL; Milton, FL; Oviedo, FL; Escambia, FL; Homestead, FL; Florida City, FL; West Park, FL; Dallas, TX; Round Rock, TX; Adams County, MS; Jefferson County, MS; Lincoln County, MS; Montgomery County, MS; Panolia County, MS; Winona, MS; Amory, MS; Harrison County, MS; Wynne, AR; Marion County, MS;

22. Number of years in this type of service?*

Pass

14

PRICE TABLES

ANNUAL TREE REMOVAL, STUMP GRINDING, AND MULCHING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Use of stump grinder to mulch stumps to below grade	1	Per Inch	\$8.00	\$8.00
2	Safe removal of trees (Diameter at Breast Height=DBH)	1	Up to 8" DBH	\$250.00	\$250.00
3	Safe removal of trees (Diameter at Breast Height=DBH)	1	8" DBH to 20	\$900.00	\$900.00
4	Safe removal of trees (Diameter at Breast Height=DBH)	1	20" DBH and Greater	\$1,700.00	\$1,700.00
5	Disposal of all generated tree debris	1	Ton	\$95.00	\$95.00
6	Disposal of all generated tree debris	1	Cubic Yard	\$12.50	\$12.50

RESPONSE DOCUMENT REPORT

ITB No. 007-2024

Annual Tree Removal, Stump Grinding, and Mulching.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
7	Brush mulching	1	Square Foot	\$1.15	\$1.15
TOTAL					\$2,966.65

File Attachments for Item:

7. City Council Resolution No. 2024-025 - A resolution of the City of Lake City, Florida, changing the name of that certain segment of Northeast Railroad Street situated between North Marion Avenue and Northeast Davis Avenue; designating the name of said segment henceforth to Northeast Presley Lane within the City of Lake City, Florida; providing for conflicts; providing for severability; providing an effective date.

RESOLUTION NO 2024 - 025
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, CHANGING THE NAME OF THAT CERTAIN SEGMENT OF NORTHEAST RAILROAD STREET SITUATED BETWEEN NORTH MARION AVENUE AND NORTHEAST DAVIS AVENUE; DESIGNATING THE NAME OF SAID SEGMENT HENCEFORTH TO NORTHEAST PRESLEY LANE WITHIN THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") certain members of the Presley family have performed numerous good deeds, and initiatives having untold positive effects on the community; and

WHEREAS, the legacies of those members of the Presley family will continue to reverberate for generations to come and be built upon by others; and

WHEREAS, it has been requested the City honor and commemorate the legacy the Presley Family by renaming that certain segment of Northeast Railroad Street situated between North Marion Avenue and Northeast Davis Avenue; and

WHEREAS, in furtherance thereof, the City desires that henceforth the aforementioned segment of road be designated as Northeast Presley Lane; and

WHEREAS, the after the name change contemplated herein, the relevant plat will conform to Chapter 86, Article IV, Sec. 86-114 Lake City Code, and will continue to meet all state requirements for such street name change; and

WHEREAS, renaming the aforementioned segment of road as set forth herein is in the public interest and for the public welfare; now therefore

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

1. The City hereby changes to Northeast Presley Lane that segment of what is currently designated as Northeast Railroad Street being situated between North Marion Avenue and Northeast Davis Avenue within the City of Lake City, Florida, as set forth in that certain Petition for Street Name Change attached as an Exhibit hereto and made part hereof; and
2. The public works, road, and other relevant staff of the City are authorized and directed to take all actions consistent herewith, including changing the signage on the designated road segment to reflect the name change set forth herein; and

3. 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
4. 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, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



130 260 390 520 650 780 910 1040 1170 1300 ft

PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. **Date:** _____
2. **Applicant/Property Owner Name:** City of Lake City
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

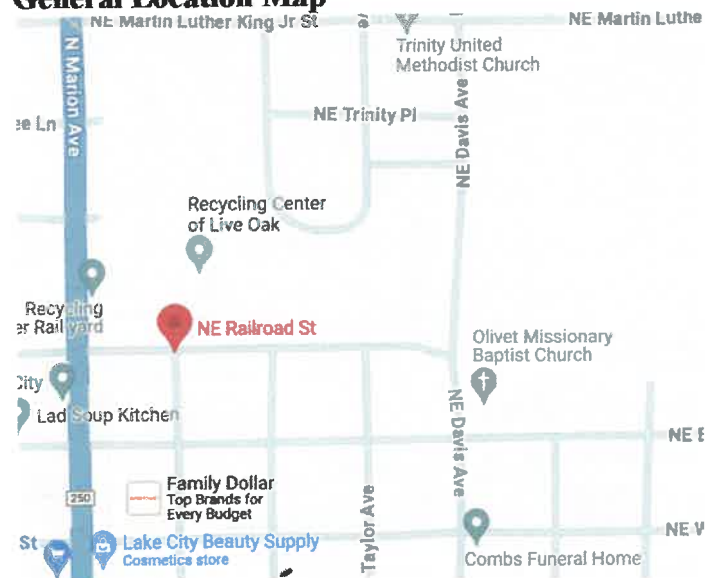
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Property Owner/Representative Name

Property Owner/Representative Signature

Date

General Location Map



PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. **Date:** 2/11/24
2. **Applicant/Property Owner Name:** Dr. Dale Tompkins/Church On The Way
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

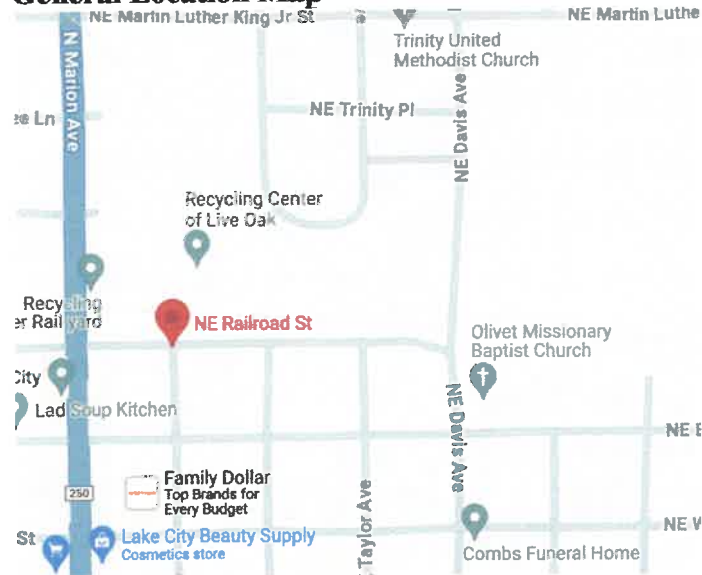
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Dale Tompkins
Property Owner/Representative Name

Dale Tompkins
Property Owner/Representative Signature

2/11/24
Date

General Location Map



PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. **Date:** 02/12/2024
2. **Applicant/Property Owner Name:** Charles L Williams
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

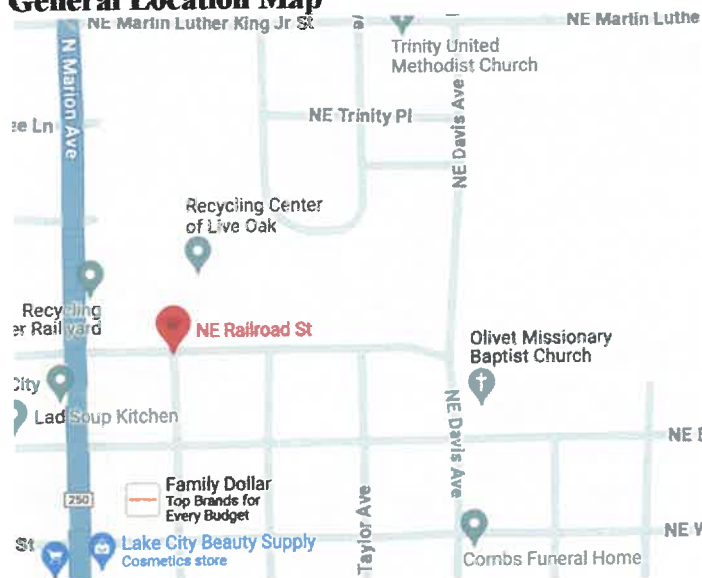
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Charles L Williams
Property Owner/Representative Name

[Signature]
Property Owner/Representative Signature

02/12/2024
Date

General Location Map



PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. Date: 02/11/24
2. Applicant/Property Owner Name: Timothy Morgan
3. Current Street Name: NE Railroad Street
4. Specific Location: Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. Proposed New Street Name: Presley Lane
6. Purpose of the Request: To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

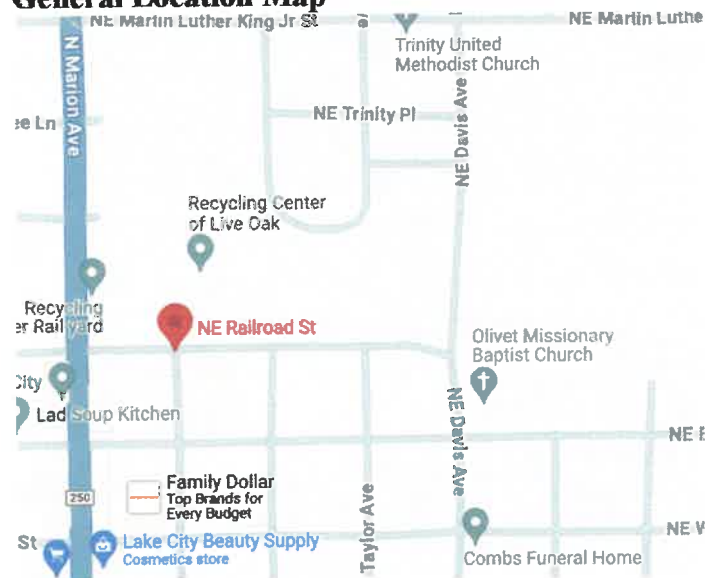
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Timothy Morgan
Property Owner/Representative Name

Timothy Morgan
Property Owner/Representative Signature

02/11/24
Date

General Location Map



PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. **Date:** 2-15-2024
2. **Applicant/Property Owner Name:** Olivet Missionary Baptist Church Inc.
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

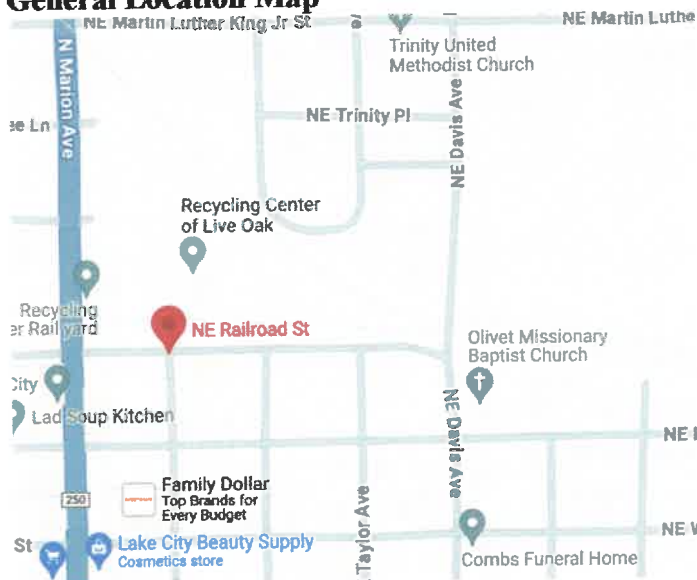
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Carlos Johnson
Property Owner/Representative Name

[Signature]
Property Owner/Representative Signature

2-15-2024
Date

General Location Map



PETITION FOR STREET NAME CHANGE

Application Type: Property Owner Petition for Street Name Change

1. **Date:** 2/16/24
2. **Applicant/Property Owner Name:** Annie L. Vaughn; C/O Herma Vaughn White
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

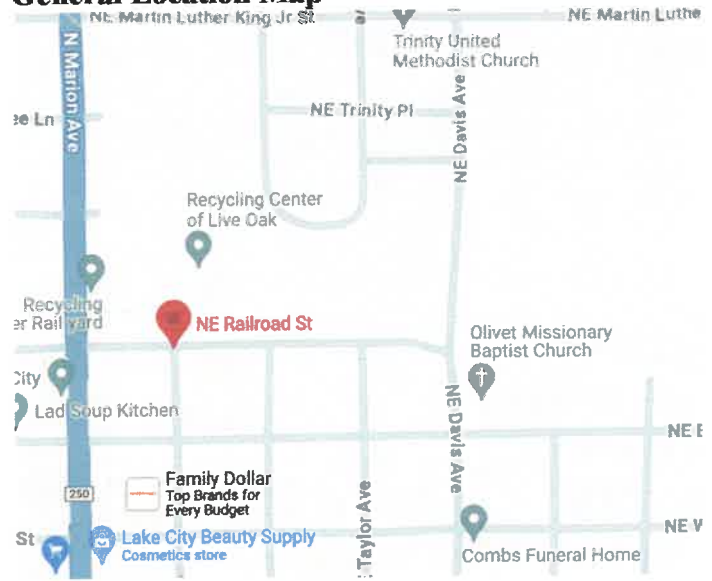
We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.


Property Owner/Representative Name


Property Owner/Representative Signature

2/16/24
Date

General Location Map



February 15, 2024

I, John Gizzie, representative for Louise Crosley am in agreeance with the change of the street name, NE Railroad Street, to Presley Lane in Lake City, FL.

Regards,

John Gizzie

Exhibit

PETITION FOR STREET NAME CHANGE

Application Type: **Property Owner Petition for Street Name Change**

1. **Date:** Feb, 19, 2024
2. **Applicant/Property Owner Name:** HEGA Financial
3. **Current Street Name:** NE Railroad Street
4. **Specific Location:** Beginning at the intersection of Marion Avenue and NE Railroad Street ending at the intersection of Davis Avenue and NE Railroad Street
5. **Proposed New Street Name:** Presley Lane
6. **Purpose of the Request:** To commemorate the outstanding dignitaries of the Presley family for all their good deeds, positive effects on the community, the legacies that the Presley family has left and those that they continue to build upon! The Presley family is a very prominent family in our community and are extremely deserving to be honored. The petition is being made to eliminate negative connotations associated with the current name in a growing community and to highlight positive works of a prominent family who continues to impact the lives of both young adults, and adults!

We, the undersigned, hereby petition the name change of NE Railroad Street as described in this application.

Peter Vega
Property Owner/Representative Name

[Signature]
Property Owner/Representative Signature

2/19/24
Date

General Location Map



File Attachments for Item:

8. City Council Resolution No. 2024-024 - A resolution of the City of Lake City, Florida, approving that certain State Highway Lighting, Maintenance, and Compensation work order for Fiscal Year 2024-2025 Agreement with the State of Florida Department of Transportation for maintenance of certain highway lighting facilities located in the City of Lake City; 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 said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2024 - 024

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, APPROVING THAT CERTAIN STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION WORK ORDER FOR FISCAL YEAR 2024-2025 AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF CERTAIN HIGHWAY LIGHTING FACILITIES LOCATED IN THE CITY OF LAKE CITY; 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 State of Florida Department of Transportation (the "Agency") has made certain improvements to highway lighting facilities in the City of Lake City (the "City"); and

WHEREAS, the City and the Agency desire that the City maintain certain of said highway lighting facilities; and

WHEREAS, the Agency and City entered into an agreement on November 9, 2021 (the "Agreement") whereby the City would maintain certain of said highway lighting facilities; and

WHEREAS, the Agency and City have extended the term of the Agreement on an annual basis since the adoption of said Agreement; and

WHEREAS, the Agency and the City desire to extend the Agreement for a term commencing on October 1, 2024 and continuing through September 30, 2025 (the "Extension"); and

WHEREAS, among the terms of the Extension the Agency shall compensate the City in the amount of one hundred eighty-eight thousand eight hundred seven dollars and eighty four cents (\$188,807.84); and

WHEREAS, the Agreement shall be extended for a term commencing on October 1, 2024 and continuing through September 30, 2025; and

WHEREAS, the Agency and the City mutually desire to enter into the Extension in the form of the Exhibit attached hereto; and

WHEREAS, approving the Extension obligating the City to maintain said highway lighting facilities in the City in exchange for compensation for same is in the public interest and in the interests of the City; now therefore

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

1. Approving the Extension obligating the City to maintain certain highway lighting facilities in the City in exchange for compensation from the Agency for same is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Extension in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Extension; 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, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

STATE HIGHWAY LIGHTING MAINTENANCE, AND COMPENSATION AGREEMENT WORK ORDER

Contract Number: ASO25
Maintaining Agency: City of Lake City
Financial Project No: 414406-1-78-03
Fiscal Year: 2024-2025

1.0 PURPOSE

This work order summarizes the method and limits of compensation to be made to the Maintaining Agency for FDOT fiscal year **24/25** for the maintenance of highway lighting on the State Highway System as prescribed in the original agreement executed on November 9, 2021.

2.0 COMPENSATION AND PAY PROCESSING

For the satisfactory completion of all services detailed in the original agreement for the fiscal year beginning July 1, 2024, and ending June 30, 2025, the DEPARTMENT will pay the MAINTAINING AGENCY a total lump sum amount of **\$188,807.84**. The basis of compensation is as described in Exhibit A.

The MAINTAINING AGENCY shall invoice the DEPARTMENT for services rendered at the end of the fiscal year in a format acceptable to the DEPARTMENT.

3.0 AUTHORIZATION

This Work Order for **City of Lake City** will not be considered as authorized unless it is signed and returned by the MAINTAINING AGENCY to the DEPARTMENT, whereby the DEPARTMENT'S final signature is required to fully authorize compensation for services beginning July 1, 2024 and ending June 30, 2025.

MAINTAINING AGENCY

BY: (signature) _____ Date: _____

Printed Name: _____

Printed Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (signature) _____ Date: _____

Printed Name: Jennifer Curls

Printed Title: District Two Maintenance Contracts Administrator

EXHIBIT A

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

For Fiscal Year 2024-2025

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic forms are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**.

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

Type of Light	# of lights	LED or HPS	Unit rate	Total
High Mast		HPS		0.00
Standard	559	HPS	337.76	188,807.84
Underdeck		HPS		0.00
Sign		HPS		0.00
High Mast		LED		0.00
Standard		LED		0.00
Underdeck		LED		0.00
Sign		LED		0.00

File Attachments for Item:

9. City Council Resolution No. 2024-026 - A resolution of the City of Lake City, Florida, authorizing Task Assignment Number One pursuant to the continuing contract with RS&H, Inc., a Florida Corporation; providing for professional construction, engineering, and inspection services associated with improvements to Southwest Grandview Street; making certain findings of fact in support of the City approving said Task Assignment; recognizing the authority of the Mayor to execute and bind the City to said Task Assignment; authorizing the City Manager with the consent of the City Attorney to make minor changes to the scope of work of the Task Assignment provided such changes do not increase the quoted price in the Task Assignment; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: CEI Services for SW Grandview Street TA#1

DEPT / OFFICE: Public Works

Originator: Brenda Karr		
City Manager Dee Johnson	Department Director Steve Brown	Date 02/15/2024
Recommended Action: Accept proposed price schedule from RS&H Inc. for CEI Services for Grandview Street project.		
Summary Explanation & Background: City of Lake City was awarded \$629,027.92 through a SCOP grant with the Florida Department of Transportation for SW Grandview Street . A continuing contract for CEI services was established by Resolution: 2023-118. This would be Task Assignment #1 for RS&H in the amount of \$40,266.92.		
Alternatives:		
Source of Funds: FL. Department of Transportation SCOP Grant 441428-2-54-01		
Financial Impact: None		
Exhibits Attached: RS&H TA#1		

RESOLUTION NO 2024 - 026
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER ONE PURSUANT TO THE CONTINUING CONTRACT WITH RS&H, INC., A FLORIDA CORPORATION; PROVIDING FOR PROFESSIONAL CONSTRUCTION, ENGINEERING, AND INSPECTION SERVICES ASSOCIATED WITH IMPROVEMENTS TO SOUTHWEST GRANDVIEW STREET; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (“the “City”) and RS&H, Inc. (the “Vendor”) entered into that certain continuing contract as authorized by City Council Resolution No. 2023-118 (the “Continuing Contract”); and

WHEREAS, the Vendor shall provide construction, engineering, and inspection services (the “Services”) to make certain improvements to Southwest Grandview Street (the “Project”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in accordance with the terms and conditions of Task Assignment Number One (the “Agreement”), a copy of which is attached as an Exhibit hereto; and

WHEREAS, the City Council desires that the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; and

WHEREAS, approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; now therefore

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

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of

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

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement
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, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**TASK ASSIGNMENT NUMBER ONE
TO THE
CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND RS&H INC, A FLORIDA CORPORATION,
FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
PERTAINING TO SOUTHWEST GRANDVIEW STREET**

THIS TASK ASSIGNMENT NUMBER ONE made and entered into this ____ day of March 2024, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 ("City"), and RS&H, Inc., a Florida corporation ("Consultant").

RECITALS

- A. From time to time the City has need of construction, engineering, and inspection services (the "Services").
- B. City and Consultant entered into that certain Continuing Contract for Construction, Engineering and Inspection Services (the "Continuing Contract") pursuant to City Council Resolution No. 2023-118.
- C. The Continuing Contract provides:
 - i. Consultant shall provide the Services to City only when requested and authorized in writing by City;
 - ii. each request for the Services from City to Consultant shall be for a specific project;
 - iii. each request for the Services from City to Consultant shall specify the scope of the work to be performed by, and compensation to be paid to Consultant for each separate project; and
 - iv. each request for the Services from City to Consultant shall be defined by and embodied in a separate task assignment.
- D. City has need for Consultant to provide certain of the Services in furtherance of the City's Southwest Grandview Street project.
- E. City desires to enter into this Task Assignment Number One with Consultant for Consultant to provide the Services pursuant to the terms and conditions contained herein and the exhibits attached hereto.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

-
1. **RECITALS:** The above recitals are all true and correct, and are incorporated herein as material terms hereof and made a part of this Task Assignment Number One.
 2. **PROJECT:** City hereby engages Consultant and Consultant agrees to furnish to City the Services and other such work as set forth in the correspondence dated February 15, 2024, received by City from Consultant consisting of a total of one (1) page and attached hereto as Exhibit "A" and made a part of this Task Assignment.
 3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant a fee for the tasks identified in Exhibit "A" as each task is completed for a total projected cost not to exceed forty thousand two hundred sixty-six dollars and ninety-two cents (\$40,266.92).
 4. **PROVISIONS OF CONTINUING CONTRACT:** The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement as material terms hereof. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall prevail. Should any conflict arise between the terms and conditions set forth in the attached Exhibit "A" with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.
 5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.
 6. **ENTIRE AGREEMENT.** This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or

canceled by a duly executed written instrument.

- 7. **PARTIES BOUND.** This Task Assignment Number One shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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

CITY OF LAKE CITY, FLORIDA

By Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

RS&H, INC. A FLORIDA CORPORATION

By Steve Brown, Department Director



9850 Lantern St
 Suite 5
 Jacksonville, FL 32225

904-256-2500
 rsandh.com

RE: Task Assignment #1 for CEI services pertaining to GRANDVIEW STREET (FROM FAITH RD TO MCFARLANE AVE).

To whom it may concern,

Below are the associated rates and estimated cost and man hours for the above-referenced project.

Project (Construction Time - Days)	2024								Man				
	5-Apr	12-Apr	19-Apr	26-Apr	3-May	10-May	17-May	24-May	31-May	Hours			
Grandview Resurfacing	5.00	30.00	40.00	80.00	80.00	40.00	25.00			300			
RS&H											Totals	Hourly Rate	Labor
Jeff Sullivan - SPE	2.00	5.00	5.00	5.00	5.00	5.00	5.00			32.00	\$ 235.70	\$ 7,542.40	
Rory Highstone - PA	3.00	15.00	15.00	15.00	15.00	15.00	10.00			88.00	\$ 164.44	\$ 14,470.72	
Senior Inspector (Lead)		10.00	20.00	40.00	40.00	20.00	10.00			140.00	\$ 101.41	\$ 14,197.40	
Senior Inspector (Paving Support)				20.00	20.00					40.00	\$ 101.41	\$ 4,056.40	
												\$ -	
											Total Labor	\$ 40,266.92	

Please do not hesitate to call if there are any questions.

Sincerely,

Jeff Sullivan, PE
 Sr. Project Engineer, NE FL & Georgia Leader
 301-740-4483

EXHIBIT A
 TO TASK ASSIGNMENT 1

File Attachments for Item:

10. City Council Resolution No. 2024-027 - A resolution of the City of Lake City, Florida, approving that certain Agreement between the City and the State of Florida Department of Transportation for Administration of State Grant Funds pursuant to Financial Project Number 434923-1-94-24 for the design and construction of a hangar at the Lake City Gateway Airport; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said Agreement; directing the Mayor to execute and bind the City to said Agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: PTGA Design & Construction Hangar

DEPT / OFFICE: Airport / Director

Originator:Ed Bunnell		
City Manager Demetrius Johnson	Department Director Ed Bunnell	Date 2/16/2024
Recommended Action: Accept Public Transportation Grant Agreement From Florida Department of Transportation Financial Project number 434923-1-94-24		
Summary Explanation & Background: Florida Department of Transportation has offered a PTGA grant to design and construct a hangar at Lake City Gateway Airport. Total cost of the project \$540,000.00. No City match required.		
Alternatives: None		
Source of Funds: Florida Department of Transportation		
Financial Impact: New hangar to gain revenue from		
Exhibits Attached: A		

RESOLUTION NO 2024 - 027

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 TRANSPORTATION FOR ADMINISTRATION OF STATE GRANT FUNDS PURSUANT TO FINANCIAL PROJECT NUMBER 434923-1-94-24 FOR THE DESIGN AND CONSTRUCTION OF A HANGAR AT THE LAKE CITY GATEWAY AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the “City”) desires to enter into a Public Transportation Grant Agreement (the “Agreement”), with the State of Florida Department of Transportation (the “Agency”), for the construction of a hangar at the Lake City Gateway Airport (the “Project”); and

WHEREAS, the estimated cost of the Project is \$540,000.00; and

WHEREAS, the Agency has awarded the City certain grant funds in the amount of five hundred forty thousand dollars and zero cents (\$540,000.00) (the “Grant Funds”) in support of the Project; and

WHEREAS, the Agency and the City desire to enter into that certain Public Transportation Grant Agreement for Financial Project Number 434923-1-94-24 (the “Agreement”) to govern administration of the Grant Funds by adopting the terms of the Agreement in the form of the Exhibit attached hereto; and

WHEREAS, completing the Project by adopting the Agreement is in the public or community interest and for the public welfare; now therefore

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

1. Accepting the Grant Funds by adopting the Agreement is in the public or community interest and for the public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City, Florida.

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, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 434923-1-94-24	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215 N/A N/A	FLAIR Category: 088719 Object Code: 751000 Org. Code: 55022020228 Vendor Number: VF596000352002
Contract Number:	Federal Award Date:		
CFDA Number: N/A	Agency SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Lake City, (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in the design & construction of a Hangar Building at Lake City Gateway Airport. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- *Exhibit G: Audit Requirements for Awards of State Financial Assistance
 *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$540,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$540,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
- Travel expenses are NOT eligible for reimbursement under this Agreement.
- Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit “B”, Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

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- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage

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described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Lake City

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight, P.E.

Title: _____

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct of a Hangar Building

B. Project Location (limits, city, county, map): Lake City Gateway Airport/Lake City, FL/Columbia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the hangar building project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Design & Construct of a Hangar Building

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Client
City of Lake City (Sponsor)
Lake City Gateway Airport
 3524 US-90
 Lake City, FL 32855

Passero Associates
 2100 Lake City Blvd., Suite 200
 Lake City, FL 32855
 Principal in Charge: Andrew H. Schmitt
 Project Manager: Chris Schmitt
 Programming: Andrew

Rev.	Date	Description

Project Name
Airport Layout Plan Update
 Project Sketch

Project Name
Lake City Gateway Airport

Project No.
20070044.0019

Sheet No.
Sheet 1

Date
August 21, 2019

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
434923-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$540,000.00
Total Financial Assistance							\$540,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$540,000.00	\$0.00	\$0.00	\$540,000.00	100.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$540,000.00	\$0.00	\$0.00	\$540,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
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BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Donna Whitney (email: Donna.Whitney@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is ___.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

- 3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

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ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Exhibit

EXHIBIT E

**PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES**

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.
8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.
10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):
 - a. **Florida Statutes (F.S.)**
 - Chapter 163, F.S., Intergovernmental Programs
 - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
 - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
 - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
 - Chapter 332, F.S., Airports and Other Air Navigation Facilities
 - Chapter 333, F.S., Airport Zoning

- b. Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
 - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
 - Section 62-256.300, FAC, Open Burning, Prohibitions
 - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety
- c. Local Government Requirements**
- Airport Zoning Ordinance
 - Local Comprehensive Plan
- d. Department Requirements**
- Eight Steps of Building a New Airport
 - Florida Airport Revenue Use Guide
 - Florida Aviation Project Handbook
 - Guidebook for Airport Master Planning
 - Airport Compatible Land Use Guidebook
- 2. Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:
- a. Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
 - FAA AC 150/5300-13, Airport Design
 - FAA AC 150/5370-2, Operational Safety on Airports During Construction
 - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. Local Government Requirements**
- Local Building Codes
 - Local Zoning Codes
- c. Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
 - Manual on Uniform Traffic Control Devices
 - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
 - Standard Specifications for Construction of General Aviation Airports
 - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects
- 3. Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:
- a. Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - National Environmental Policy of 1969
 - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
 - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
 - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
 - Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.
2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**
 - a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
 - b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
 - c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.
2. **Good Title.**
 - a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
 - b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.
3. **Preserving Rights and Powers.**
 - a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
 - b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.
4. **Hazard Removal and Mitigation.**

- a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.
- b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.
- c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

- a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.
- b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
- c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

- a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.
- b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:
 - 1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
 - 2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
 - 3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

- c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.
- d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

- a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:
 - 1) The Airport financial plan will be a part of the Airport Master Plan.
 - 2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
 - 3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.
- b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

- 9. Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
 - 1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

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2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such project materials available for public review, unless exempt from public disclosure.
 - 1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
 - 2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
 - 1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
 - 2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
 - 3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

- f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

- a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.
- b. **Administration.** Maintain direct control of Project administration, including:
 - 1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
 - 2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - 3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
 - 4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - 5) Establish a Project account for the purchase of the land.
 - 6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:
 - 1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
 - 2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
 - 3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
 - 4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.
- d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:
 - 1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
 - 2) Complete an Airport Master Plan within two years of land purchase.
 - 3) Complete airport construction for basic operation within 10 years of land purchase.
- e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.
- f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
 - 1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

- 2) Land will be considered to be needed for airport purposes under this assurance if:
 - a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
 - b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- 3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- 4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

- 1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- 2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- 3) Completed construction complies with all applicable local building codes.
- 4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

- 1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
- 3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
- 4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

- 1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
- 2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- 3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- 1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- 2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

- 1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- 2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:-

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$540,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

File Attachments for Item:

11. City Council Resolution No. 2024-030 - A resolution of the City of Lake City, Florida, approving Change Order Number Three to that certain contract between the City and SGS Contracting Services, Inc. as said contract was approved and adopted pursuant to City of Lake City Resolution No. 2023-099; pursuant to said Change Order Number Three extending to May 24, 2024 the date of completion of the Rehabilitation Project at the City of Lake City's Waste Water Treatment Plant as such date of completion was initially set forth in said contract; making certain findings of fact in support of the City approving said Change Order; 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. (St. Margarets)

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Resolution No. 2023-099

DEPT / OFFICE: Utilities - Wastewater

Originator: Cody Pridgeon, Wastewater Director		
City Manager Dee Johnson	Department Director Cody Pridgeon	Date 3/5/2024
Recommended Action: Approve Change Order No. 3 to Resolution No. 2023-099		
Summary Explanation & Background: Due to unexpected lead times on getting equipment SGS is Requesting an additional 112 days be added to the contract. This will put Substantial Completion at May 24, 2024 and Final Payment at June 23, 2024.		
Alternatives: Not Approve		
Source of Funds: N/A		
Financial Impact: \$0		
Exhibits Attached: 1) Change Order Request		

RESOLUTION NO 2024 - 030
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING CHANGE ORDER NUMBER THREE TO THAT CERTAIN CONTRACT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC. AS SAID CONTRACT WAS APPROVED AND ADOPTED PURSUANT TO CITY OF LAKE CITY RESOLUTION NO 2023-099; PURSUANT TO SAID CHANGE ORDER NUMBER THREE EXTENDING TO MAY 24, 2024 THE DATE OF COMPLETION OF THE REHABILITATION PROJECT AT THE CITY OF LAKE CITY'S WASTE WATER TREATMENT PLANT AS SUCH DATE OF COMPLETION WAS INITIALLY SET FORTH IN SAID CONTRACT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID CHANGE ORDER; 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, the City of Lake City ("City") and SGS Contracting Services (the "Vendor") entered into that certain contract for upgrading and rehabilitating the City's waste water treatment facility (the "Project"); and

WHEREAS, the City previously awarded the contract to complete the Project to the Vendor pursuant to Resolution No 2023-099; and

WHEREAS, Vendor desires to extend to May 24, 2024 the date of substantial completion, citing unexpected lead times to obtain equipment necessary to complete said Project; and

WHEREAS, engaging the Vendor's services to complete the Project by approving said change order in the form of the agreement attached as an Exhibit hereto (the "Change Order") is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the products and services in the Change Order to complete the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the 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 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 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, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



Date: January 3, 2024

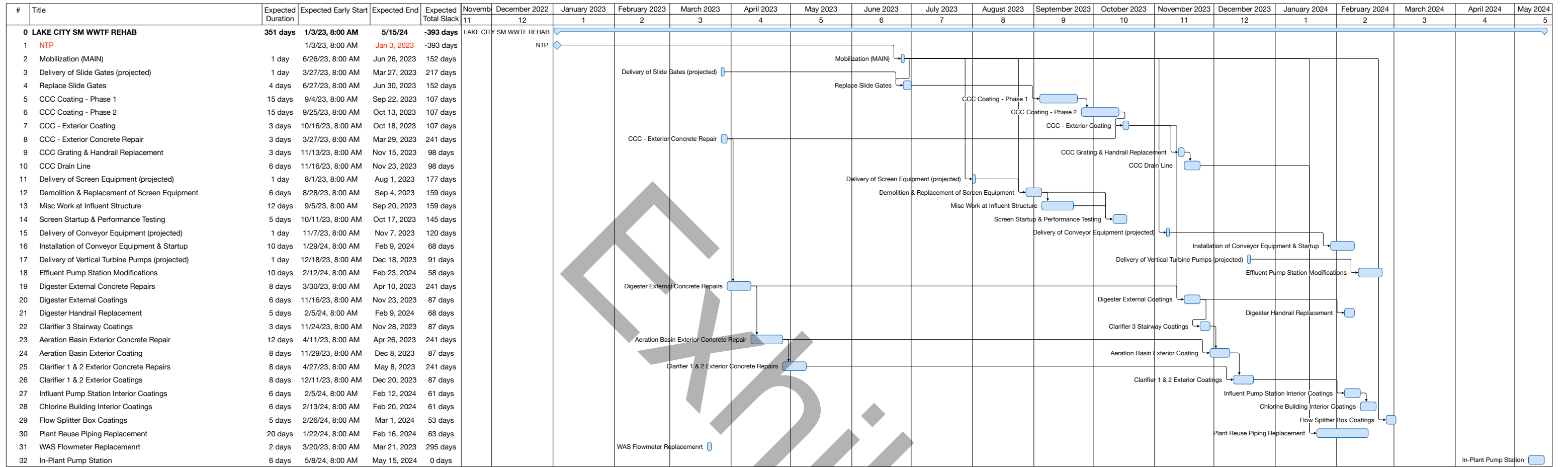
RE: SM WWTF Rehabilitation
Request for Time Extension

The current date of Substantial Completion is February 2, 2024, with a Final Completion date of March 3, 2024.

Change Order #2 was recently authorized to incorporate modifications to the existing centrifuge feed pump equipment and the replacement of a failing in-plant booster pump station. Subsequent to the issuance of this Change Order, the vendor for the new pump station notified us that the lead time for the equipment is approximately fourteen (14) weeks after the date of submittal approval. We expect to receive the submittals the week of January 15, 2024 and to receive approval no more than two (2) weeks thereafter. The work will require a minor effort after being received for installation and performance testing.

In consideration of the dates above, we would like to request a NO COST time extension of 112 calendar days, thus adjusting the date of Substantial Completion to May 24, 2024.

Regards,
Seth G Simmons
President



CHANGE ORDER NO. 3

PROJECT: SMWWTF Rehabilitation

DATE OF ISSUANCE: 29-Jan-24

EFFECTIVE DATE: _____

OWNER: City of Lake City

OWNER'S CONTRACT NO: ITB-021-2022

CONTRACTOR: SGS Contracting Services, Inc.

ENGINEER: Mittauer & Associates, Inc.

ENGINEER'S PROJECT NO: 8904-20-1

You are directed to make the following changes in the Contract Documents.

Description: Increase in contract time of 112 calendar days due to quoted lead time of Change Order No. 2 components (in-plant reuse pump station replacement).

Reason for Change Order:

Quoted fourteen (14) week lead time from reuse pump station supplier.

Attachments (list documents supporting change):

Contractor's change order request, dated January 3, 2024.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price <u>\$ 2,173,300.00</u>	Original Contract Times Substantial Completion: <u>335</u> Ready for final payment: <u>365</u> days or dates
Net changes from previous Change Orders No. 0 to No. 2 <u>\$ -289,427.79</u>	Net changes from previous Change Orders No. 0 to No. 2 <u>60</u> days
Contract Price prior to this Change Order <u>\$ 1,883,872.21</u>	Contract Times Prior to This Change Order Substantial Completion: <u>2-Feb-24</u> Ready for final payment: <u>3-Mar-24</u> days or dates
Net Increase of this Change Order <u>\$ 0.00</u>	Net Increase (decrease) of this Change Order <u>112</u> days
Contract Price with all approved Change Orders <u>\$ 1,883,872.21</u>	Contract Times With All Approved Change Orders Substantial Completion: <u>24-May-24</u> Ready for final payment: <u>23-Jun-24</u> days or dates

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
 Contractor (Authorized Signature)

Date: _____

File Attachments for Item:

12. Discussion and Possible Action: Nomination(s) for the Northeast Florida League of Cities \$500.00 donation to a local non-profit agency/organization/entity. All applications must be received by April 10. (Mayor Stephen Witt)

APPLICATION FOR NEFLC DONATION TO NON-PROFIT 501-c3
AGENCY/ENTITY/ORGANIZATION

Contribution/donation of \$500 PER MEMBER CITY -- Application Deadline April 10, 2024

If more than one application is submitted per member city, the \$500 may be awarded to one applicant.

(Please print or type)

NAME of Agency/Organization _____

CONTACT INDIVIDUAL: _____

E-MAIL for Contact Individual: _____

PHONE No. for Contact Individual: _____

MAILING ADDRESS: _____

Type of Organization: _____

Function/mission of Organization: _____

MUST ATTACH PROOF OF 501 c3 NON-PROFIT STATUS (IRS Letter confirming status). Attach informational brochure or other printed material/information if available

Other Comments: _____

Submitted by: _____

Signature

Printed name, Title

On behalf of _____

Name of Member City

Date

PLEASE NOTE ALL DONATIONS WILL BE REPORTED TO THE IRS ON OUR 2023/24 FORM 990

Contributions of \$500 per eligible agency/entity PER MEMBER CITY. If a member city submits more than one application, the \$500 may be awarded to a single applicant or split between vetted/eligible applicants at the member city's request.

PLEASE SUBMIT THIS FORM BEFORE April 10, 2024 along with proof of non-profit status to:

Betsy Jordan, Executive Director neflc.exdir@gmail.com
Northeast Florida League of Cities, PO Box 262, Palatka, FL 32178-0262

**by e-mail OR
by mail**

File Attachments for Item:

13. Informational Purposes Only - City Attorney Folds Walker, LLC invoice for January 2024.



Folds Walker, LLC

527 E University Ave
Gainesville, FL 32601
US
kim@foldswalker.com
www.foldswalker.com
O: 352-372-1282

INVOICE

Number	2977
Issue Date	2/1/2024
Matter	668900 - GENERAL REPRESENTATION
Email	taylor@lcfia.com

Bill To:

CITY OF LAKE CITY

O: 386-719-5794

Time Entries

Time Entries	Billed By	Rate	Hours	Subtotal
1/2/2024 Review draft letter to Columbia County Board of County Commissioners pertaining to voluntary annexation	Danielle C. Adams	\$175.10	0.10	\$17.51
1/5/2024 Email correspondence with Robert Angelo regarding staff report and recommendation for circle k hearing	Danielle C. Adams	\$175.10	0.10	\$17.51
1/8/2024 Telephone conference with and review email and associated documents from Audrey Sikes concerning multiple miscellaneous matters	Clay Martin	\$175.10	0.50	\$87.55
1/9/2024 Research issues concerning exempt information for law enforcement investigative information for public records request; Office conference with Audrey Sikes regarding same	Clay Martin	\$175.10	1.20	\$210.12
1/10/2024 Prepare and review submissions by counsel for Circle K	S. Scott Walker	\$175.10	8.00	\$1,400.80
1/10/2024 Prepare for and attend P&Z Meeting on Circle K Site Plan Application	Danielle C. Adams	\$175.10	6.00	\$1,050.60
1/10/2024 Multiple telephone conferences and emails with Audrey Sikes concerning exemptions to public records requests and time frames for responses to same; research issues regarding same	Clay Martin	\$175.10	1.70	\$297.67
1/11/2024 Multiple telephone conferences and emails with Audrey Sikes regarding responses to public records requests, information exempted from same; costs of same, and timing of response to same; Multiple emails with counsel for Sylvester Warren regarding same; Telephone conference with Alysha Jenkins regarding pending City matters; Office conference with DCA regarding multiple pending City matters	Clay Martin	\$175.10	1.80	\$315.18
1/11/2024 Office conference with WCM regarding various issues: public records, quasi judicial, public comment	Danielle C. Adams	\$175.10	0.50	\$87.55

Time Entries	Billed By	Rate	Hours	Subtotal
1/12/2024 Multiple telephone conferences with Council Members regarding agenda matters for City Council agenda; Telephone conference with Audrey Sikes regarding same; Telephone conference with Dee Johnson regarding same; Review email and 11th Circuit freedom of speech case relevant to public comments in City Council meetings; Research issues regarding same; Research decorum policies and procedures best practices	Clay Martin	\$175.10	2.70	\$472.77
1/16/2024 Attend council meeting	Allison E. Folds	\$175.10	0.80	\$140.08
1/17/2024 Attend planning and zoning meeting regarding Circle K site plan review, etc.	Allison E. Folds	\$175.10	6.00	\$1,050.60
1/17/2024 Telephone conference with Robert Angelo regarding FDOT emails and set up for hearing tonight	Danielle C. Adams	\$175.10	0.10	\$17.51
1/17/2024 Prepare for and telephone conference with counsel for Sylvester Warren regarding pending public records requests; Review and reply to multiple emails from City finance staff regarding expenditure of impact fee funds and constraints on same; Research issues regarding same	Clay Martin	\$175.10	1.40	\$245.14
1/17/2024 Prepare for and attend Historic Preservation Committee meeting and Planning and Zoning Committee meeting (Circle K)	Clay Martin	\$175.10	6.30	\$1,103.13
1/18/2024 Telephone conference with WCM regarding next steps in case of an appeal for Circle K Site Plan Application	Danielle C. Adams	\$175.10	0.20	\$35.02
1/18/2024 Review and reply to email from Florida Retail Federation regarding shopping cart ordinance; Research issues regarding same	Clay Martin	\$175.10	0.80	\$140.08
1/22/2024 Prepare for and attend City Council Workshop for allocation of Mariah Fund dollars; Telephone conference with Dee Johnson and Councilwoman Young regarding same	Clay Martin	\$175.10	2.20	\$385.22
1/24/2024 Review emails from counsel for Circle K and Patel regarding withdrawal of application	Clay Martin	\$175.10	0.50	\$87.55
1/24/2024 Telephone conference with Robert Angelo regarding meeting minutes	Danielle C. Adams	\$175.10	0.10	\$17.51
1/25/2024 Research issues concerning "Giglio" records request from USDOJ; Telephone conference with Audrey Sikes regarding same; Telephone conference with Audrey Sikes regarding multiple matters of litigation concerning the City	Clay Martin	\$175.10	1.70	\$297.67
1/29/2024 Telephone conference with Clay regarding P&Z ordinances	Danielle C. Adams	\$175.10	0.10	\$17.51
1/29/2024 Telephone conference with Nikki Starling regarding public records request process and navigating FOIA web interface	Clay Martin	\$175.10	0.30	\$52.53
1/30/2024 Review email from Audrey Sikes regarding response to citizen request concerning methods of amending the City Charter; Research issues regarding same; Respond to same	Clay Martin	\$175.10	0.30	\$52.53
1/31/2024 Review email from A. Sikes regarding public comment and secured area; telephone conference with WCM regarding public comment and secured area	Danielle C. Adams	\$175.10	0.20	\$35.02
	Time Entries Total		43.60	\$7,634.36

Total (USD)	\$7,634.36
Paid	\$0.00
Balance	\$7,634.36
Total Outstanding	\$7,634.36

Terms & Conditions

DUE AND PAYABLE UPON RECEIPT. SUBJECT TO 1% PER MONTH FINANCE CHARGE AFTER 30 DAYS.

In the event the balance of this invoice is submitted for collection, the Plaintiff shall be entitled to a reasonable attorney's fee and costs.

Timekeeper Totals

Name	Rate	Hours	Total
Danielle C. Adams	\$175.10	7.40	\$1,295.74
Clay Martin	\$175.10	21.40	\$3,747.14
S. Scott Walker	\$175.10	8.00	\$1,400.80
Allison E. Folds	\$175.10	6.80	\$1,190.68

Trust Account Balance

Date	Item	Amount	Balance
3/4/2024	Current Balance		\$0.00

File Attachments for Item:

14. Discussion and Possible Action: Approval to create an additional Records Coordinator position (Grade 2) in the Lake City Police Department Records Unit to keep up with the influx of public records request. This position will be funded from the 10 Communications Officer position (Grade 1) being removed from the Police Position Schedule when the Dispatch Center is moved to the County. (Chief Gerald Butler)

MEETING DATE
3-18-24

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: One Additional Records Coordinator

DEPT / OFFICE: Police

Originator: Chief Gerald Butler 		
City Manager Dee Johnson, Interim City Manager	Department Director Chief Gerald Butler	Date 2/21/2024

Recommended Action:
Create an additional Records Coordinator position (Grade 2) in the Lake City Police Department Records Unit to keep up with the influx of public records request. This position will be funded from the 10 Communications Officer positions (Grade 1) being removed from the Police Position Schedule when the Dispatch Center is moved to the County.

Summary Explanation & Background:
The Lake City Police Department Records section has experienced an exponential increase of public records request in the last four years. The amount of video that has to be reviewed and redacted prior to release has also increased. When video of an incident is requested, the records coordinator has to download the body cam video of each officer on scene, the panoramic dash camera, forward facing dash camera and the back-seat camera. This video has to be viewed minute by minute for audio and video redaction to be in compliance with Florida Statute 119. The time required to complete this action is approximately 2.5 hours per hour of video for each camera.

Currently we have three records coordinators who must complete these requests in addition to sending records to the courts, school board, Domestic Violence Shelters and various other agencies, as required by Florida Statute, along with time frames governed by Florida Statute. These records have also increased over the past four years as the service population of the police department increases. The coordinators also respond to daily emails requesting offense reports, traffic crash reports and various other records housed at the police department. The coordinators are responsible for scanning and attaching all relevant paperwork turned in by the officers to offense reports and then filing the paperwork.

The coordinators are responsible for fingerprinting new city employees and citizens who pay to be fingerprinted. As the Lake City Communications Officers will be transferring to the combined 911 Dispatch Center in the near future, the records section will then have to assist citizens when they come into the lobby as there will be no one in the dispatch center. Please see attached chart for the approximate numbers.

Alternatives:

Retain current staffing levels in Records

Source of Funds:

Current Police Department Budget, Personnel Services Accounts (Funds currently allocated to 1 Communications Officer Position (currently open)

Financial Impact:

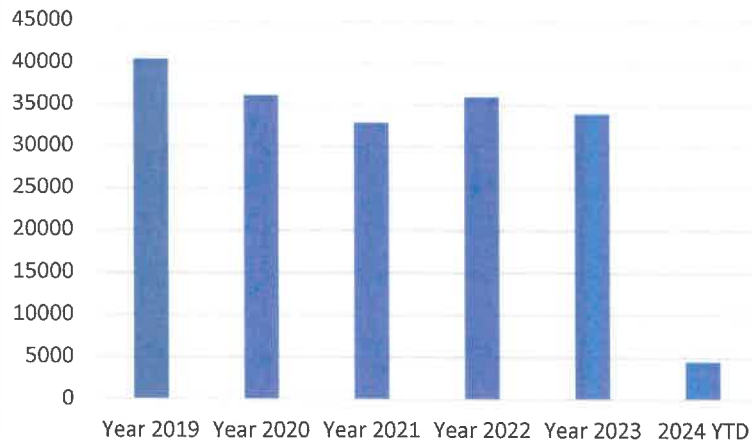
Minimal – Moving a position from Grade 1 (Communications Officer) to Grade 2 (Records Coordinator)

Exhibits Attached:

Exhibit 1, records chart from 2019 to present.

Year	Incidents	Case Reports (Total)	Case reports (info only)	Citations	Crash reports	Charging docs	Emails
Year 2019	40498	3672	UTL	2343	UTL	985	1293
Year 2020	36145	3831	UTL	2217	1035	UTL	1863
Year 2021	32856	3996	507	1873	1192	1429	2121
Year 2022	35969	3825	464	1546	1185	1332	2595
Year 2023	33896	4152	594	1046	1109	1371	2384
2024 YTD	4510	511	116	157	116	159	214

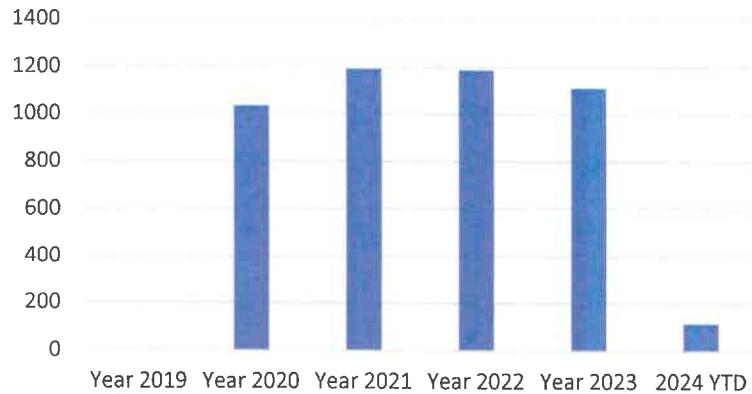
Incidents (CAD)



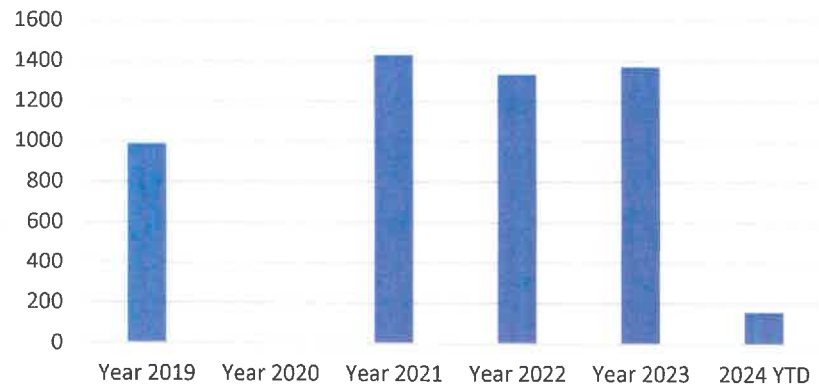
Case Reports (Total and Info item only)



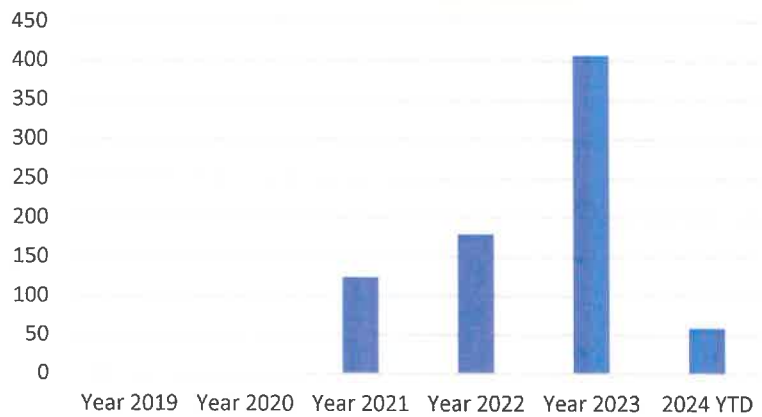
Crash reports



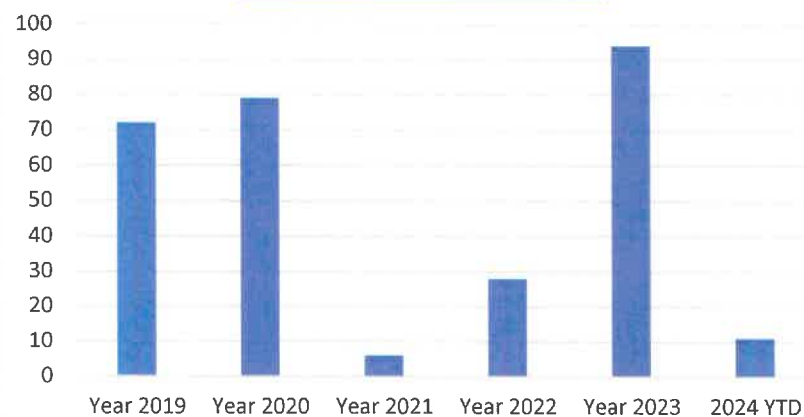
Charging docs(PC, Arr and NTA)



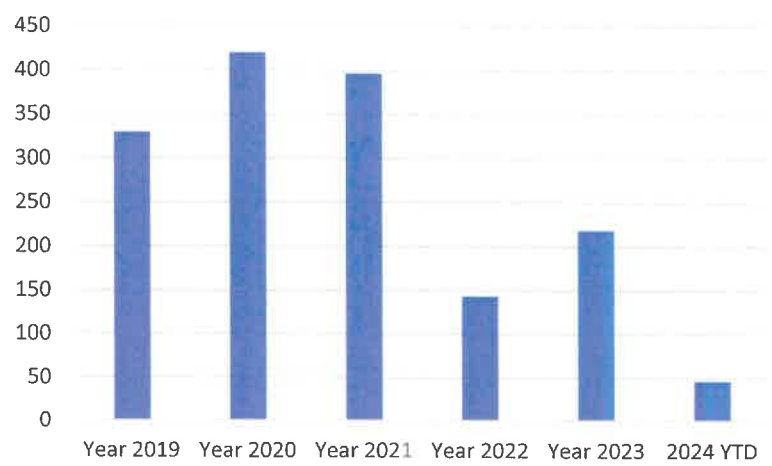
**PD Requests
2019 and 2020 PR only**



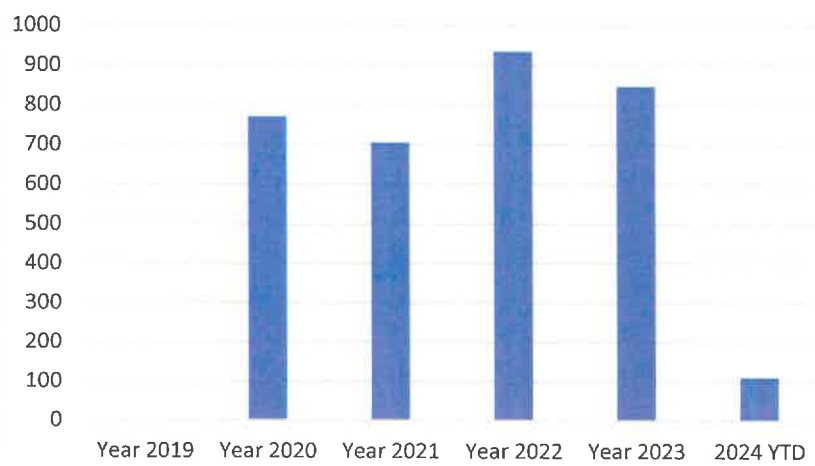
**PR Requests
2019 and 2020 PR only**



FDLE Lab

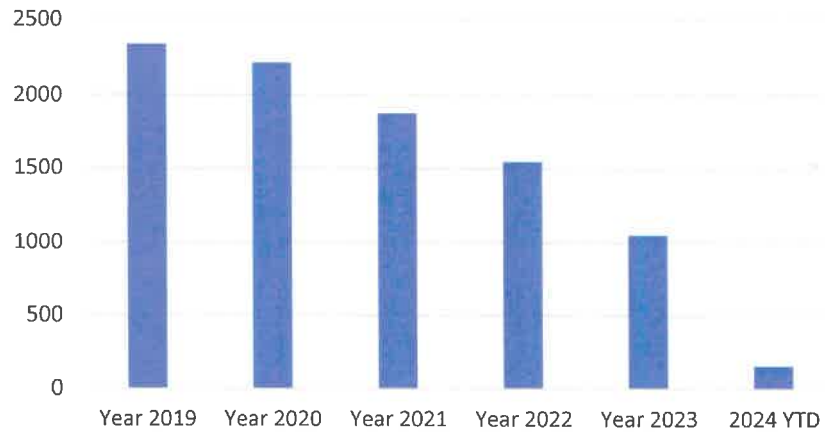


Walk in requests

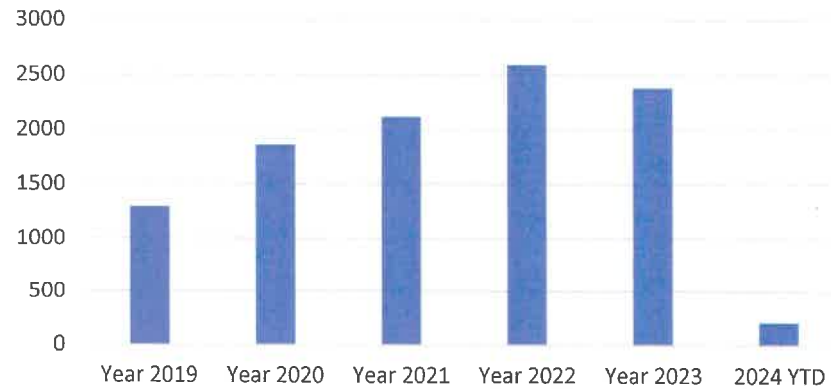


PD Requests	PR Requests	Total of PD and PR	Walk in requests	FDLE Lab
Combined with PR	72	72	UTL	330
Combined with PR	79	79	770	420
124	6	130	705	396
179	28	151	935	143
407	94	501	847	218
59	11	70	110	46

Citations



Emails-requests from P drive



Total of PD and PR

