
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

October 06, 2025 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 10/2/2025: City Council Resolution No. 2025-135 removed

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

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

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

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

Approval of Agenda

Proclamations

- [1.](#) Breast Cancer Awareness Month - October 2025
- [2.](#) Red Ribbon Week - October 23-31, 2025

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

- [3.](#) City Council Resolution No. 2025-136 - A resolution of the City of Lake City, Florida, appointing Christopher Lydick to serve the term in Seat "C" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2029; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.
- [4.](#) City Council Resolution No. 2025-139 - A resolution of the City of Lake City, Florida, adopting the Mutual Aid Agreement with the Florida Gaming Control Commission, Division of Gaming Enforcement; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [5.](#) City Council Resolution No. 2025-140 - A resolution of the City of Lake City, Florida, approving that certain agreement with the North Central Florida Regional Planning Council for Local Government Comprehensive Planning Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations

- [6.](#) Gwen Lake Project Progress Update - Michael Klink, Four Waters Engineering

Quasi-judicial Hearings - None

Old Business

Ordinances

Open Public Hearing

- [7.](#) City Council Ordinance No. 2025-2337 (final reading) - An ordinance of the City of Lake City, Florida, repealing in its entirety Ordinance No. 2025-2316 that declared for a period of one year a moratorium on the acceptance and consideration of applications for land use actions or permits for buildings to be used as dwellings where such buildings are constructed in accordance with codes other than the Florida Building Code; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading 9/15/25

Close Public Hearing

Adopt City Council Ordinance No. 2025-2337 on final reading

Resolutions - None

Other Items - None

New Business

Ordinances

- [8.](#) City Council Ordinance No. 2025-2340 (first reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violation" in Chapter 2, Article X, Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivener's errors; providing for conflicts, and providing an effective date.

Adopt City Council Ordinance No. 2025-2340 on first reading

- [9.](#) City Council Ordinance No. 2025-2342 (first reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2342 on first reading

Resolutions

- [10.](#) City Council Resolution No. 2025-137 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Insituform Technologies, LLC, a Delaware Limited Liability Company, for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.
- [11.](#) City Council Resolution No. 2025-142 - A resolution of the City of Lake City, Florida, approving an amendment to that certain Advanced Metering Infrastructure Agreement between the City and Sensus USA, Inc., a Delaware Corporation, for software upgrades relating to meter readings for the Utility Department; making certain findings of fact in support of the City approving said agreement; correcting information provided in Resolution No. 2025-123 adopted by the City Council on September 3, 2025; recognizing the authority of the Mayor to execute and bind the City to said amendment; repealing all prior resolutions in conflict; and providing an effective date.

Other Items - None

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

YouTube Information

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

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. Breast Cancer Awareness Month - October 2025

Proclamation

BREAST CANCER AWARENESS MONTH OCTOBER 2025

WHEREAS, *breast cancer remains one of the most commonly diagnosed cancers among women in the United States and around the world; and*

WHEREAS, *early detection through regular screenings such as mammograms significantly increases the chances of successful treatment and survival; and*

WHEREAS, *raising community awareness encourages individuals of all genders to stay informed, undergo regular screenings, support loved ones affected, and advocate for access to quality care; and*

WHEREAS, *communities across Florida—including Lake City—are served by health providers and advocacy groups dedicated to education, prevention, and support for those touched by breast cancer; and*

WHEREAS, *celebrating survivorship, remembering those lost, and honoring caregivers reinforces our shared commitment to a healthier future;*

NOW, THEREFORE, *I, Noah Walker, as Mayor of the City of Lake City, Florida, do hereby proclaim **October 2025** as “Breast Cancer Awareness Month” in Lake City, and urge all residents to observe this month with appropriate awareness activities, educational opportunities, and community support.*



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 6th day of October 2025.

*Noah Walker, Mayor
City of Lake City*

Seal of the City of Lake City
State of Florida

File Attachments for Item:

2. Red Ribbon Week - October 23-31, 2025

Proclamation

Red Ribbon Week October 23-31, 2025

WHEREAS, *alcohol and drug abuse in this nation has reached epidemic stages; and*

WHEREAS, *visible, unified prevention education efforts by community members must be launched to reduce the demand for drugs; and*

WHEREAS, *the National Family Partnership, the Florida Department of Education, and other organizations nationwide are sponsoring the National Red Ribbon Campaign, offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles (no use of illegal drugs, no illegal use of legal drugs); and*

WHEREAS, *the National Red Ribbon Campaign will be celebrated in communities across the nation during Red Ribbon Week, October 23-31; and*

WHEREAS, *businesses, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign; and*

WHEREAS, *the City of Lake City encourages the community to support the National Red Ribbon Campaign.*

NOW, THEREFORE, *I, Noah Walker, Mayor of the City of Lake City, Florida, do hereby proclaim October 23-31, 2025, as Red Ribbon Week and encourage all citizens to participate in Drug Prevention Education Activities, making a visible statement that we are strongly committed to a Drug-Free Community.*



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 20th day of October 2025.

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

File Attachments for Item:

3. City Council Resolution No. 2025-136 - A resolution of the City of Lake City, Florida, appointing Christopher Lydick to serve the term in Seat "C" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2029; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
09/29/2025

RESOLUTION NO 2025-136

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPOINTING CHRISTOPHER LYDICK TO SERVE THE TERM IN SEAT “C” ON THE CITY’S PLANNING AND ZONING BOARD, BOARD OF ADJUSTMENT, AND HISTORIC PRESERVATION AGENCY BOARD; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE EXPIRATION OF SAID TERM ON OCTOBER 31, 2029; DIRECTING THE CITY CLERK TO REFLECT SAID APPOINTMENT AND EXPIRATION OF TERM IN SUCH RECORDS OF THE CITY AS ARE NECESSARY AND PRUDENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY CLERK REFLECTING SUCH APPOINTMENT AND EXPIRATION OF TERM IN THE RECORDS OF THE CITY; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article Three of the Land Development Regulations (the “LDRs”) of the City of Lake City (“City”) creates, establishes, and defines the terms of office of the City Planning and Zoning Board (the “PZB”), and the City Board of Adjustment (the “BoA”); and

WHEREAS, Article Ten of the LDRs creates, establishes, and defines the terms of office of the City Historic Preservation Agency (the “HPA”) board (collectively the PZB, BoA, and HPA are hereinafter referenced as the “Boards”); and

WHEREAS, the City Council is imbued with the authority to appoint members of the Boards; and

WHEREAS, the LDRs provide the Boards shall be comprised of seven members; and

WHEREAS, the LDRs further provide the Boards may be comprised of the same individuals; and

WHEREAS, the City Council solicited applications from individuals to serve on the Boards; and

WHEREAS, the City Council considered the applications of individuals to serve on the Boards; and

WHEREAS, the City Council desires to appoint Christopher Lydick to the Boards; and

WHEREAS, appointing the foregoing individual to the Boards is in the public interest and in the interests of the City;

WHEREAS, the City Clerk is the officer of the City imbued with, among other things, the responsibility to maintain the official records of the City; and

WHEREAS, it is important that the names of individuals appointed to the Boards, the terms of office thereof, and the expiration of the appointments to said office be maintained in the records of the City by the City Clerk; and

WHEREAS, the City Council desires that the appointment of Christopher Lydick to the Boards be memorialized in the records of the City by the City Clerk; now therefore

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

1. Appointing Christopher Lydick to the Boards is in the public or community interest and for public welfare; and
2. In furtherance thereof, the following individual is appointed to the corresponding seat on the Boards for the corresponding terms and dates:

Christopher Lydick	Seat "C"	Initial term commencing on October 31, 2025 and ending on October 31, 2029.
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3. Those appointed hereby are directed to fulfill the purposes and duties of the Boards and members of the Boards as set forth in the LDRs.
4. The City Clerk is directed to reflect the appointment set forth herein for and through the period set forth herein in the official records of the City.
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Board Composition
as of
October 6, 2025
(Planning & Zoning Board)
(Board of Adjustment)
(Historic Preservation Agency)

Seat Designation	Name of Appointee	Term and Expiration	Resolution #
1-A	Brenda Douglass	Four (4) years through October 31, 2026	2024-048
1-B	Tanya Johnson	Four (4) years through October 31, 2026	2024-079
2-C	Christopher Lydick	Four (4) years through October 31, 2029	2025-136
2-D	Schara Wilson	Two (2) years through October 31, 2027	2024-049
3-E	Daniel Carlucci	Four (4) years through October 31, 2028	2025-005
3-F	Sophia Adams	Four (4) years through October 31, 2028	2025-008
3-G	Mary M. McKellum	Four (4) years through October 31, 2028	2025-024

Exhibit to
Resolution 2025-136

**CITY OF LAKE CITY, FLORIDA
CITY BOARD/COMMITTEE APPLICATION**

Dear Applicant:

Thank you for your interest in serving the City of Lake City as a member of a "Citizen" board or committee. We appreciate your willingness to help our elected and appointed officials shape the future of Lake City.

Please note, the City of Lake City is subject to FS 119, therefore this application is subject to disclosure absent any applicable exemptions.

Christopher	Lydick	M.
First Name	Last Name	Middle Initial
268 Southeast Camp Street		
Home Address		
Lake City	FL	32025
City	State	Zip
850-264-3209	same	christopher.lydick@USDA.gov
Phone Number	Cell#	Email

The following list compiles the active Boards and Committees of the City. Membership is limited to only one board. Please indicate your preference by marking which Board(s) or Committee(s) you would like to serve:

Beautification Advisory Committee _____
Community Redevelopment Advisory Committee _____
Utility Advisory Committee _____

Planning and Zoning Board x
Board of Trustees – Municipal Firefighters Pension Trust Fund _____
Board of Trustees – General City Employees Retirement Plan _____
Board of Trustees – Lake City Municipal Police Officers Retirement Trust Fund _____

Charter Review _____

Other: _____

Please indicate any certifications, skills, or experience that you feel will benefit the City through your service on a Board or Committee.

I currently serve on the Planning and Zoning Board, but my term is set to expire. I wish
to be reappointed to serve another term on the Board.

File Attachments for Item:

4. City Council Resolution No. 2025-139 - A resolution of the City of Lake City, Florida, adopting the Mutual Aid Agreement with the Florida Gaming Control Commission, Division of Gaming Enforcement; making certain findings of fact in support of the City adopting said agreement; recognizing the authority of the Mayor to execute and bind to said agreement; directing the Mayor to execute and bind the City to said agreement; directing the Chief of Police to execute said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
10-6-25

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Mutual Aid Agreement, LCPD & FL Gaming Control Commission

DEPT / OFFICE: Lake City Police Department

Originator: Chief of Police Gerald Butler 		
City Manager Don Rosenthal	Department Director Chief Gerald Butler	Date 9/11/2025
Summary Explanation & Background: This Mutual Aid Agreement with the Florida Gaming Commission's Division of Gaming Enforcement will allow LCPD to partner with and assist the Division of Gaming Enforcement with investigations involving illegal gaming within the City of Lake City. This Mutual Aid Agreement will allow LCPD and the Division of Gaming Enforcement to aid one another and jointly endeavor to detect, investigate, apprehend, and make arrests for any alleged violation of chapter 24, part II of chapter 285, chapter 546, chapter 550, chapter 551, or chapter 849, Florida Statutes, and/or any rule adopted pursuant thereto, or any law of this state.		
Alternatives: Not to proceed with mutual aid		
Source of Funds: NA		
Financial Impact: NA		
Exhibits Attached: Mutual Aid Agreement between LCPD and FL Gaming Control Commission, Division of Gaming Enforcement		

RESOLUTION NO 2025 – 139

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MUTUAL AID AGREEMENT WITH THE FLORIDA GAMING CONTROL COMMISSION, DIVISION OF GAMING ENFORCEMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) Police Department (the “Police Department”) desires to enter into a mutual aid agreement with the Florida Gaming Control Commission, Division of Gaming Enforcement (the “Division”) to assist with the enforcement of illegal gaming within the city limits; and

WHEREAS, a joint approach to this endeavor will empower the Police Department and the Division to better detect, investigate, and otherwise combat illegal gambling and related criminal activities throughout the state; and

WHEREAS, the City Council finds adopting the Agreement is in the public or community interest and for public welfare pursuant to and in accordance with the terms and conditions of the Agreement in the form of the Exhibit attached hereto; now therefore

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

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
4. The Chief of Police of the City of Lake City is authorized and directed to execute the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

**MUTUAL AID AGREEMENT BETWEEN
THE FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF GAMING ENFORCEMENT AND
LAKE CITY POLICE DEPARTMENT**

THIS MUTUAL AID AGREEMENT (the "Agreement") is entered into as of the 6th day of October 2025, between the Florida Gaming Control Commission, Division of Gaming Enforcement ("Division") and the Lake City Police Department (the "Agency"). As used herein, the "Parties" shall mean the Division and Agency; and a "Party" shall mean the Division or the Agency, individually.

WHEREAS, pursuant to the Florida Mutual Aid Act, sections 23.12-23.127, Florida Statutes (the "Act"), law enforcement agencies can benefit by entering into mutual aid agreements, as such term is defined in section 23.1225, Florida Statutes, with other law enforcement agencies in this state;

WHEREAS, pursuant to section 23.1225, Florida Statutes, such mutual aid agreements permit voluntary cooperation and assistance of a routine law enforcement nature allowing agencies to tackle problems crossing typical jurisdictional lines;

WHEREAS, pursuant to section 16.711, Florida Statutes, the Division is a law enforcement agency within the meaning of the Act;

WHEREAS, pursuant to article VIII, section 1, subsection (d) of the Florida Constitution, and section 30.15, Florida Statutes, the Agency is a law enforcement agency within the meaning of the Act; and

WHEREAS the Division and Agency desire to enter into a mutual aid agreement to empower the Parties to better detect, investigate, and otherwise combat illegal gambling and all related criminal activities throughout this state.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

- I. **Nature of Law Enforcement Assistance to be Rendered.** Both Parties shall aid one another and jointly endeavor to detect, investigate, apprehend, and make arrests for any alleged violation of chapter 24, part II of chapter 285, chapter 546, chapter 550, chapter 551, or chapter 849, Florida Statutes, and/or any rule adopted pursuant thereto, or any law of this state.
- II. **Procedure for Requesting and Authorizing Assistance.**
 - (a) If either Party needs assistance as set forth above in Paragraph I of this Agreement, an authorized representative of the Party requesting assistance shall notify the other Party's

agency head or his/her designee from whom such assistance is requested. The agency head or authorized designee of the Party whose assistance is sought shall evaluate the situation and the Party's available resources, consult with his/her supervisors if necessary, and respond in a manner he/she deems appropriate.

- (b) The agency head for the Agency, and the Executive Director of the Florida Gaming Control Commission may determine who the individuals authorized to lend assistance in his/her jurisdiction, the time period during which such assistance is authorized, and the purpose for which such authority is granted. This authority may be granted either verbally or in writing. The agency contacts are the following:

Lake City Police Department

Gerald Butler
Chief of Police
Lake City Police Department
225 NW Main Blvd
Lake City, FL 32055
(386)758-5438
Butlerg@lcflapd.com

Florida Gaming Control Commission

L. Carl Herold
Director of Law Enforcement
Florida Gaming Control Commission
4070 Esplanade Way, Suite 250
Tallahassee, FL 32399
(850) 794-8050
Carl.Herold@flgaming.gov

- (c) Should a sworn law enforcement officer representing a Party be in another Party's jurisdiction for matters of routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a felony occurs in the presence of said law enforcement officer, representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law. Should enforcement action be taken, the enforcing Party shall notify the Party having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested, including, but not limited to, a follow-up written report documenting the event and the actions taken. This Subparagraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas, or to respond without request to emergencies already being addressed by the Party having normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent imminent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.
- (d) No officer or other appointee shall be empowered under this agreement to operate in the other Party's jurisdiction without prior approval of the agency head having normal jurisdiction. The agency head's decision in these matters shall be final.

- III. **Command and Supervisory Responsibility.** When assisting the Division, the Agency's personnel and equipment shall be under the immediate command of an Agency's supervising officer and shall be under the ultimate supervision and command of the Division's agency head

or his/her designee. Likewise, when assisting the Agency, the Division's personnel and equipment shall be under the immediate command of a Division's supervising officer and shall be under the ultimate supervision and command of the Agency's Chief of Police or his/her designee.

IV. **Powers, Privileges, and Immunities.**

- (a) Pursuant to section 23.127(1), Florida Statutes, any Party's employee who, pursuant to this Agreement, renders aid outside of that employee's normal jurisdiction but inside this State shall have the same powers, duties, rights, privileges, and immunities as if the employee was performing duties inside the employee's normal jurisdiction.
- (b) The Parties agree to bear their own costs associated with providing aid pursuant to this Agreement. These costs consist of, but are not limited to, employee compensation, including any amounts paid or due for compensation for personal injury or death while the employee is rendering aid pursuant to this Agreement, travel, and any expense or cost incurred in the operation and maintenance of or loss or damage of any equipment, resources, or facilities.
- (c) Pursuant to section 23.127(3), Florida Statutes, the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the ordinary activity of an employee of a Party when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Agreement. This Subparagraph applies to paid, volunteer, and auxiliary employees.
- (d) Nothing herein shall prevent the requesting Party from requesting supplemental appropriations from its governing authority having budgeting jurisdiction to reimburse the assisting Party for any actual costs or expenses incurred by the assisting agency performing hereunder.
- (e) Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one Party to the other.

- V. **Policies, Procedures, and Conflicts.** Whenever an agent, police officer, or other appointee of either Party is rendering assistance pursuant to this Agreement, the agent, police officer, or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employing agency. The Parties agree that in the event of a conflict between the Agency's and the Division's rules, regulations, personnel policies, general orders, or standard operating procedures, the Parties will advise

each other of the conflict and advise of what actions the Parties' personnel are allowed to perform under their respective policies, general orders, or standard operating procedures. Nothing in this Agreement, however, shall be construed to compromise the powers granted to the Agency under sections 14.022, 30.15, Florida Statutes, the Florida Constitution, or the United States Constitution.

VI. **Complaints.**

- (a) If either Party receives a complaint regarding any cooperative effort stemming from this Agreement, the Party receiving the complaint shall document the following:
 - i. The identity of the complainant.
 - ii. The complainant's address, phone number, and email address.
 - iii. The complainant's specific allegations; and
 - iv. The identity of the subject(s) of the complaint.
- (b) After gathering the information required by Subparagraph VI(a) above, the Party receiving the complaint shall either:
 - i. If the subject(s) of the complaint is employed by the Party receiving the complaint, resolve the complaint according to the Party's rule, regulation, personnel policy, general order, or standard operating procedure for handling such a complaint; or
 - ii. If the subject(s) of the complaint is employed by the Party not receiving the complaint, forward the complaint and all the information required by Subparagraph VI (a) above to the other Party so that Party can resolve the complaint according to that Party's rule, regulation, personnel policy, general order, or standard operating procedure for handling such a complaint.
- (c) Subject to Paragraph V above, if a complaint is received accusing employees of both Parties of wrongdoing, the Parties agree to cooperate and resolve the complaint.

VII. **Liability.** Each Party agrees to assume responsibility for its own acts, omissions, and conduct of its employees' providing assistance or mutual aid as described in this Agreement. This Paragraph shall not constitute a waiver of the Division's sovereign immunity.

VIII. **Insurance.** Each Party shall provide satisfactory proof of liability insurance by one or more of the means specified in section 768.28 (16)(a), Florida Statutes, in an amount that is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that

Party may be exposed. However, should the insurance coverage provided by any Party be canceled or undergo a material change, that Party shall notify the other Party in writing of such change within 10 days of receipt of notice of actual knowledge of such change.

IX. Seizure and Disposition of Contraband.¹

Before any assistance is rendered pursuant to this Agreement, the Agency and the Division shall determine who will be responsible for the forfeiture actions, if applicable. This decision shall be documented in the operational plan. If the Division is responsible for the forfeiture, subsection a. below will apply. If the Agency is responsible for the forfeiture, subsection b. below will apply.

(a) Division Seizure and Disposition

- i. If the Division, during the course of rendering assistance pursuant to this Agreement, seizes any real property, vessel, motor vehicle, aircraft, currency, or other contraband article, the Division shall be responsible for maintaining any forfeiture action and shall have the exclusive right to control and the responsibility to maintain such property.
- ii. The Division shall be entitled to 75% of the net value of any property described in Subparagraph IX(a) of this Agreement after all other liens or costs listed in sections 932.7055(3) or (4), Florida Statutes have been satisfied or covered; the Agency shall be entitled to the other 25%.
- iii. The Division shall be responsible for all reports required by section 932.7061, Florida Statutes in connection with this Agreement.

(b) Agency Seizure and Disposition

- i. If the Agency, during the course of rendering assistance pursuant to this Agreement, seizes any real property, vessel, motor vehicle, aircraft, currency, or other contraband article, the Agency shall be responsible for maintaining any forfeiture action and shall have the exclusive right to control and the responsibility to maintain such property.
- ii. The Agency shall be entitled to 75% of the net value of any property described in Subparagraph IX(a) of this Agreement after all other liens or costs listed in sections

¹ The terms used in this Paragraph shall have the same meaning as in the Florida Contraband Forfeiture Act. See generally §§ 932.701 – 932.7062, Fla. Stat.

932.7055(3) or (4), Florida Statutes have been satisfied or covered; the Division shall be entitled to the other 25%.

- iii. The Agency shall be responsible for all reports required by section 932.7061, Florida Statutes in connection with this Agreement.

(c) Financial Contacts

- i. The individuals below should be contacted on all financial matters relating to this Agreement:

Lake City Police Department

Angie Taylor Moore
Finance Director
205 N. Marion Ave
Lake City, FL 32055
(386) 719-5844
TaylorA@lcfla.com

Florida Gaming Control Commission

Lisa Mustain
Director of Administration
4070 Esplanade Way, Suite 250
Tallahassee, Florida 32399
(850) 794-8027
Lisa.Mustain@flgaming.gov

X. Term and Termination.

- (a) This Agreement shall be effective when signed by all Parties to the Agreement.
- (b) This Agreement shall terminate automatically on 12/31/2030, unless the Parties agree in writing to extend the term of the Agreement.
- (c) This Agreement may be terminated by any Party upon 30 days written notice.

XI. **Severability.** If any part of this Agreement is determined to be invalid or illegal by any competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

XII. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.

XIII. **Headings; Interpretation.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Mutual Aid Agreement as of date first written above.

FLORIDA GAMING CONTROL COMMISSION,
DIVISION OF GAMING ENFORCEMENT

By: _____

Name: Joe Dillmore
Title: Acting Executive Director

LAKE CITY POLICE DEPARTMENT

CITY OF LAKE CITY, FLORIDA

By: _____

Name: Gerald Butler
Title: Chief of Police

By: _____

Name: Noah E. Walker
Title: Mayor

File Attachments for Item:

5. City Council Resolution No. 2025-140 - A resolution of the City of Lake City, Florida, approving that certain agreement with the North Central Florida Regional Planning Council for Local Government Comprehensive Planning Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2025-140
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL FOR LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (“City”) is within the region served by the North Central Florida Regional Planning Council (the “Vendor”) which is tasked with providing local government comprehensive planning services to the City (the “Services”); and

WHEREAS, the Vendor has historically supported the City by providing the Services to the City to augment the City’s land use and planning staff and functions; and

WHEREAS, the Vendor and the City desire for the Vendor to continue to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, receiving the Services by engaging the Vendor as set forth in the Agreement is in the public interest and in the interests of the City; now therefore

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

1. Engaging the Vendor to provide the Services to the City as provided in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City, as appropriate and as circumstances require, is directed to execute on behalf of and bind the City to the terms of the Agreement; and

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

FISCAL YEAR 2026
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES
AGREEMENT
BETWEEN THE
CITY OF LAKE CITY
AND THE
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2025, by and between the City of Lake City, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twenty-Three Thousand Five Hundred Dollars and No Cents (\$23,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2025 and shall end on September 30, 2026. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless and indemnify the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the City Manager of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Columbia County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

CITY OF LAKE CITY

Attest:

Seal

Audrey Sikes
City Clerk

Noah Walker
Mayor

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



Scott R. Koons
Executive Director



Mary C. Alford
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2026
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.

File Attachments for Item:

6. Gwen Lake Project Progress Update - Michael Klink, Four Waters Engineering

GWEN LAKE Project Progress Update



October 6, 2025

PROJECT OVERVIEW

- Gwen Lake Restoration
 - 7.4 Acres
 - Sedimentation and Overgrown Vegetation
 - Failed Outfall Control Structure
- Proposed Improvements
 - Control Stormwater Runoff Sedimentation
 - Increase Pond Depth to Natural Condition
 - Remove Excess Vegetation
 - Replace Failed Outfall Control Structure



Project Status

COMPLETED

- Data Collection
 - Wetland Delineation
 - Survey – upland and survey
 - Geotechnical Soil Exploration
 - Sediment Sampling
- Permitting Pre-App Meetings
- Conceptual Design (30%)
- Proposed Permanent Easement Figures
- Conceptual H&H Modeling
- Grant Submittal

IN-PROGRESS

- Detailed 90% Design
- SRWMD Permit Application
- Final H&H Modeling
- Dam Analysis
- Final Drainage Report



H&H Modeling SIMULATIONS

Comparison of Various Weir Configurations

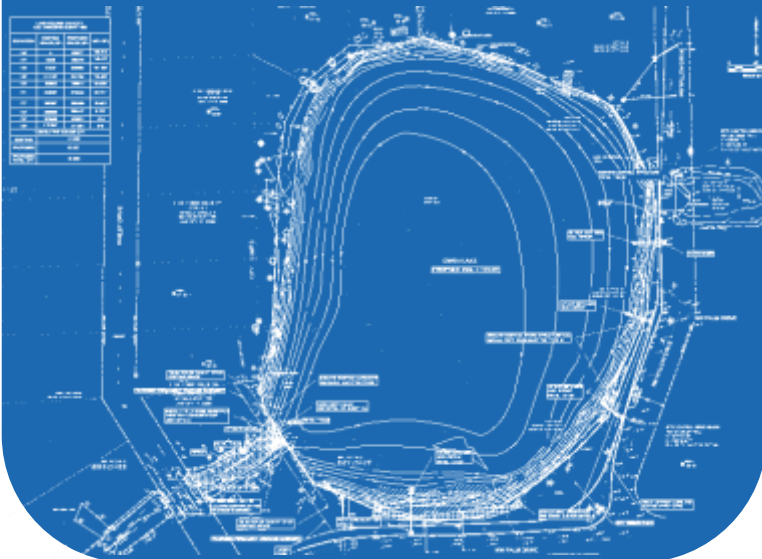
Weir Design Option	Weir Length (ft)	Side Slopes (ft/ft)	NWL Elevation (ft)	Proposed – 100 yr. 24 hr Gwen Lake Stage Elevation (ft)	FEMA BFE (ft)	BFE Difference (ft)	Weir Section Area (SF)
1	50	N/A	123.00	126.2	125.9	0.3	200
2	75	N/A	123.50	126.2	125.9	0.3	262.5
3	30	4:1	124.50	126.7	125.9	0.8	100
Option #1 configuration							
4	30	N/A	122.00	126.3	125.9	0.4	150

- Allows for a higher normal water level (NWL) for a deeper lake
- Minimizes the downstream flow area and permanent drainage easements
- Controls the maximum stage elevations within the FEMA Base

Conceptual Design

1

Increase the depth of the lake



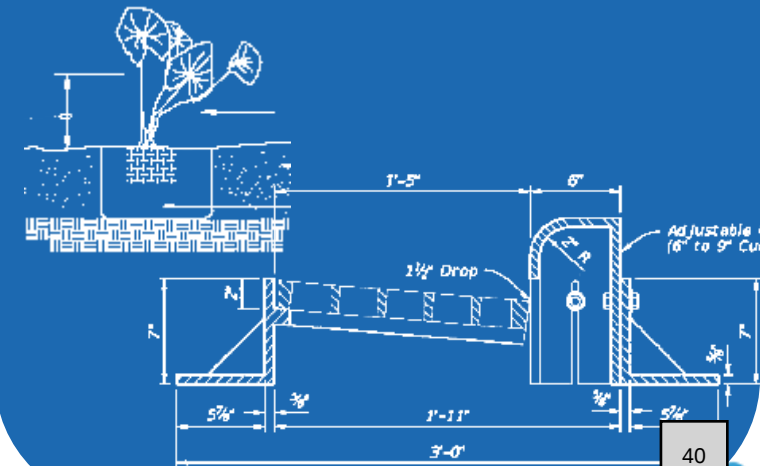
2

Remove and replace the existing outfall structure

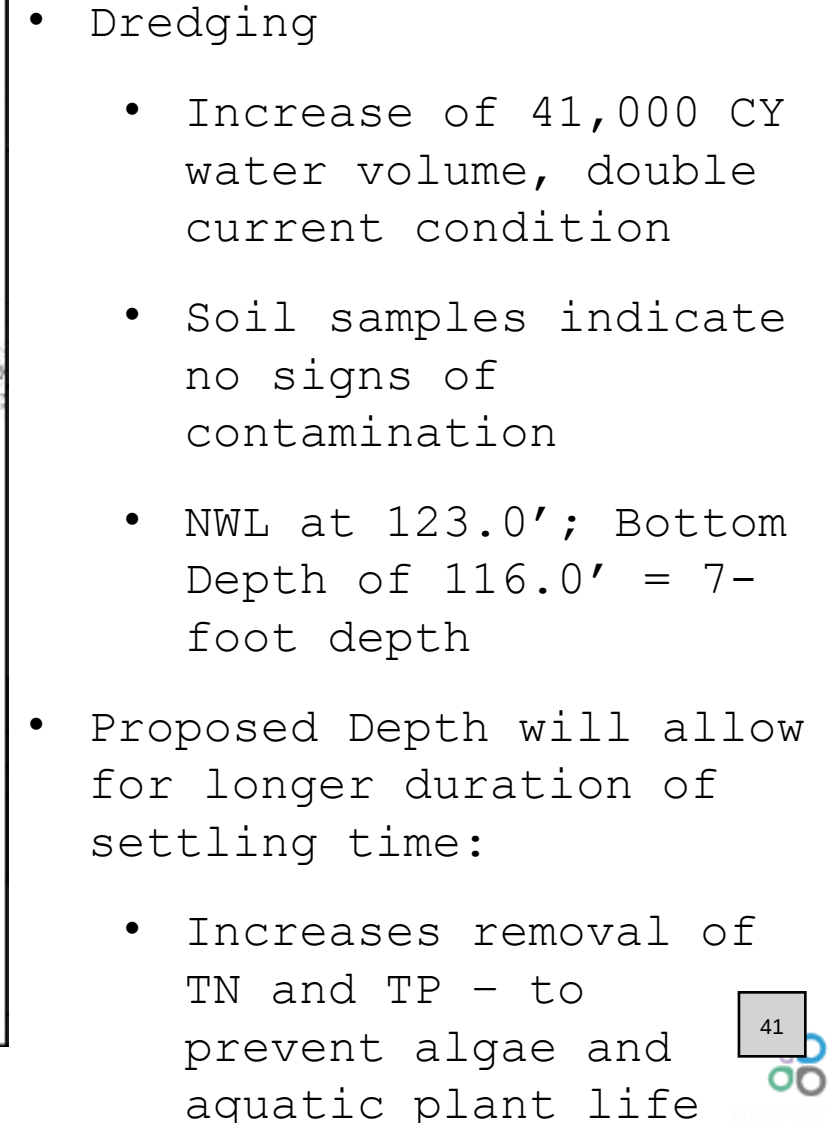


3

Limit sediment & erosion to the lake



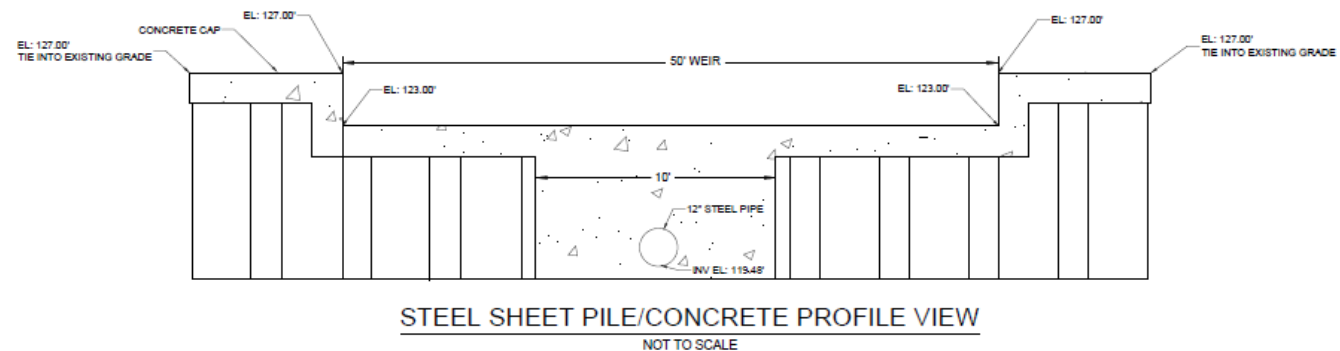
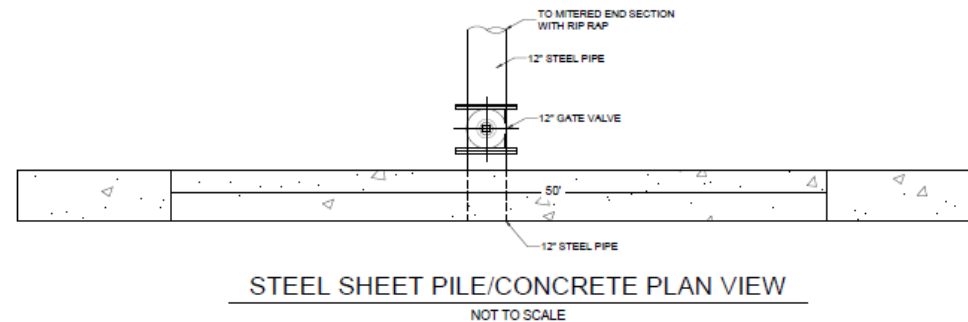
1 - PROPOSED LAKE RESTORATION



CONCEPTUAL DESIGN

2 - PROPOSED DAM AND OUTFALL IMPROVEMENTS

- Open weir is 50 ft wide at an elevation of 123.0 ft, which increases to an elevation of 127.0 ft at the ends of the weir
- NWL set at 123.0 ft.
- Dam/outfall structure tie-in is above 500-year 24-hour storm event stage elevation
- Outfall structure includes 12-inch steel pipe with gate valve to allow for



[illegible]

- Structural vegetation on South bank to mitigate sediment and control erosion
- Improvements to NW Willow Drive and NW Palm Drive including curb and gutter and curb inlets
- Curb inlets have 2-foot sumps to allow collection of sediment deposits
- Outfalls into pond

GRANT SUBMITTAL

- Grant Name: Hazard Mitigation Grant Program (HMGP)
- Administered By: Columbia County (funds from FEMA)
- Application Submittal Date: July 2025
- Grant Amount: \$4 million
- City Match: 25%
- Anticipated Award Determination: TBD
- Estimated Cost: ~\$4.1 million



FEMA



schedule

	2025						2026		
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Data Collection	Completed								
Conceptual Design	Completed								
	Completed								
City 30% design Review Meeting									
Permit Submittal & Review									
90% Design									
City Review Meeting									

questions



File Attachments for Item:

7. City Council Ordinance No. 2025-2337 (final reading) - An ordinance of the City of Lake City, Florida, repealing in its entirety Ordinance No. 2025-2316 that declared for a period of one year a moratorium on the acceptance and consideration of applications for land use actions or permits for buildings to be used as dwellings where such buildings are constructed in accordance with codes other than the Florida Building Code; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Passed on first reading 9/15/25

ORDINANCE NO. 2025-2337

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2025-2316 THAT DECLARED FOR A PERIOD OF ONE YEAR A MORATORIUM ON THE ACCEPTANCE AND CONSIDERATION OF APPLICATIONS FOR LAND USE ACTIONS OR PERMITS FOR BUILDINGS TO BE USED AS DWELLINGS WHERE SUCH BUILDINGS ARE CONSTRUCTED IN ACCORDANCE WITH CODES OTHER THAN THE FLORIDA BUILDING CODE; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

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

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan; and

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

WHEREAS, the Land Development Regulations (the "LDRs") currently permits mobile homes as a permitted principal use and structure within the "A" Agricultural, "RSF/MH" Residential, (Mixed) Single Family/Mobile Home, "RMH" Residential, Mobile Home, "RMH-P" Residential, Mobile Home Park, "CI" Commercial, Intensive" and "ILW" Industrial, Light and Warehousing zoning districts and permits manufactured homes as a special exception within the "RSF-3" Residential, Single Family-3 and the "CHI" Commercial, Highway Interchange zoning districts; and

WHEREAS, Ordinance No. 2025-2316 declares a moratorium on the acceptance and consideration of applications for mobile home and manufactured home land use actions or permits for a period of one year; and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the LDRs, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on Ordinance No. 2025-2337 repealing Ordinance No. 2025-2016, and at said public

hearing, the Board, serving also as the LPA, reviewed and considered all comments received

during said public hearing, and recommended to the City Council approval of the adoption of said Ordinance No. 2025-2337; and

WHEREAS, two duly noticed City Council public hearings were held for the consideration of the adoption of said Ordinance No. 2025-2337, where public comment was heard, on September 15, 2025 and October 6, 2025, with both public hearings being held after 5:00 p.m.; and

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

1. Findings. The City Council finds and declares the following findings:

a. That all the statements set forth in the preamble to this ordinance are true and correct; and

b. That there exists a need to adopt said Ordinance No. 2025-2337 repealing Ordinance No. 2025-2016 declaring a moratorium on the acceptance and consideration of applications for mobile home and manufactured home land use actions or permits for a period of one year, as set forth hereinafter in order to fulfill the City's constitutional responsibility and statutory obligation to protect the health, safety, and welfare of the citizens of the City.

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

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

4. Effective Date. This ordinance shall become effective upon adoption.

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

-
- 59 **PASSED** upon first reading this _____ day of _____ 2025.
- 60 **PASSED AND DULY ADOPTED**, upon second and final reading, in regular session with a quorum
- 61 present and voting, by the City Council this _____ day of _____ 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

Record of Vote on First Reading

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

Certification

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


AUDREY SIKES, MMC
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference:

Ordinance 2025-2337- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2025-2316 THAT DECLARED FOR A PERIOD OF ONE YEAR A MORATORIUM ON THE ACCEPTANCE AND CONSIDERATION OF APPLICATIONS FOR LAND USE ACTIONS OR PERMITS FOR BUILDINGS TO BE USED AS DWELLINGS WHERE SUCH BUILDINGS ARE CONSTRUCTED IN ACCORDANCE WITH CODES OTHER THAN THE FLORIDA BUILDING CODE; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

¹ See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

8. City Council Ordinance No. 2025-2340 (first reading) - An ordinance of the City of Lake City, Florida, concerning Code Enforcement and Forgiveness of Code Enforcement Liens amending the definition of "violator" in Chapter 2, Article X, Section 2-413 of the City of Lake City, Florida Code of Ordinances; providing for lien forgiveness and forgiveness of fines and liens associated with Code Enforcement proceedings by amending Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances; providing for severability; providing for codification and scrivener's errors; providing for conflicts, and providing an effective date.

Adopt City Council Ordinance No. 2025-2340 on first reading

CITY OF LAKE CITY, FLORIDA ORDINANCE NUMBER 2025-2340

1 AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, CONCERNING
2 CODE ENFORCEMENT AND FORGIVENESS OF CODE ENFORCEMENT
3 LIENS AMENDING THE DEFINITION OF “VIOLATOR” IN CHAPTER 2,
4 ARTICLE X, SECTION 2-413 OF THE CITY OF LAKE CITY, FLORIDA CODE
5 OF ORDINANCES; PROVIDING FOR LIEN FORGIVENESS AND
6 FORGIVENESS OF FINES AND LIENS ASSOCIATED WITH CODE
7 ENFORCEMENT PROCEEDINGS BY AMENDING CHAPTER 2, ARTICLE
8 XI OF THE CITY OF LAKE CITY, FLORIDA CODE OF ORDINANCES;
9 PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION AND
10 SCRIVENOR’S ERRORS; PROVIDING FOR CONFLICTS, AND PROVIDING
11 AN EFFECTIVE DATE.

12 **WHEREAS**, Article X of the Code of the City of Lake, Florida (hereinafter the “Code”) titled “Code
13 Enforcement Board” and Chapter 162, Part I, Florida Statutes, provide a process for equitable,
14 expeditious, effective, and inexpensive enforcement of the City’s ordinances; and

15 **WHEREAS**, the Article X of the Code provides a definition for “violator”; and

16 **WHEREAS**, the present definition of “violator” is applicable to “any” person violating the Code,
17 rather than “a” person violating the Code; and

18 **WHEREAS**, it is prudent to amend the present definition of “violator” such that it is applicable to
19 “a” person violating the Code; and

20 **WHEREAS**, the Code provides for the ability to assess fines and record liens on the real properties
21 of violators of the Code; and

22 **WHEREAS**, the City Council recognizes the need to assess fines and record liens against those
23 property owners who violate the ordinances of the City from time to time; and

24 **WHEREAS**, the City Council also recognizes the need to temper the effects of the assessment of
25 fines and the effects of liens against violators and their properties and finds the need to create a
26 code enforcement lien forgiveness program; and

27 **WHEREAS**, the City Council desires to further assist the community and finds the creation of a
28 code enforcement lien forgiveness program is in the best interests of the City and its citizens;
29 now, therefore,

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

SECTION 1. AMENDMENT OF CHAPTER 2, ARTICLE XI, LAKE CITY CODE OF ORDINANCES.

Section 2-413, Chapter 2, Article X of the City of Lake City, Florida Code of Ordinances entitled "CODE ENFORCEMENT BOARD - DEFINITIONS" is hereby amended as follows:

Sec. 2-413. - Definitions.

As used in this article the following words or phrases shall have the meaning prescribed in this section unless clearly indicated otherwise by the context:

Board or enforcement board shall mean the Lake City Code Enforcement Board.

City shall mean the City of Lake City, Florida.

City attorney shall mean the duly appointed attorney for the city.

City council shall mean the duly constituted City Council of the City of Lake City, Florida.

Code enforcement officer shall have the same meaning as code inspector.

Code inspector shall mean any authorized agent or employee of the city who has been duly appointed to such office by the city, and whose duty it is to enforce the codes and ordinances enacted by the city.

Repeat violation shall mean a violation of a provision of the City Code or ordinances by a person who has been previously found through the enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violation occurred at different locations.

Responsible party shall mean any violator who is required to comply with any order of the board of the special magistrate.

Special magistrate shall mean the attorney appointed by the city council to have the same status and authority as an enforcement board.

Violator shall mean ~~any~~ a person who violates a provision of any of the codes or ordinances of the city.

SECTION 2. AMENDMENT OF CHAPTER 2, ARTICLE XI, LAKE CITY CODE OF ORDINANCES.

Chapter 2, Article XI of the City of Lake City, Florida Code of Ordinances entitled "CODE

ENFORCEMENT LIEN AMNESTY” is deleted in its entirety and is amended and replaced by the following such that said Chapter 2, Article XI shall read as follows:

ARTICLE XI. – CODE ENFORCEMENT LIEN FORGIVENESS

Sec. 2-424. – Code Enforcement Lien Forgiveness duration; acceptance of applications; multiple violations.

(a) Title. This Chapter 2, Article XI shall be known as the “Code Enforcement Lien Forgiveness Program” or the “Forgiveness Program”.

(b) Separate applications required. A separate application shall be submitted by an eligible applicant for each recorded code enforcement order resulting in a lien for which forgiveness is sought.

(c) Intent. Except as otherwise provided in, and subject to the provisions of this article, it is the intent of the City Council that the Forgiveness Program accomplish both (i) the release of a lien in favor of the city against real property which lien results from an order for fines and costs against a property owner entered pursuant to Chapter 2, Article X of this Code of Ordinances; and (ii) the satisfaction of fines and costs imposed by the order, including accrued interest thereon, from which such lien arises.

Sec. 2-425 Definitions.

The following terms shall have the meanings corresponding thereto in this article. Additionally, the terms and corresponding definitions provided in Section 2-413 of this Code of Ordinances shall be applicable to this article as if fully set forth herein.

Applicant shall mean the violator committing a violation of the codes or ordinances with respect to a specific parcel of real property; a successor and/or assign of such violator, provided such successor and/or assign has an ownership interest in the subject real property; or a prospective purchaser of such subject real property, provided such prospective purchaser is party to a contract with the owner of the subject property to purchase same.

Sec. 2-426 Eligibility criteria.

The following conditions must be fulfilled by an applicant for the Forgiveness Program upon submission to the city of an application for lien forgiveness pursuant to this article for a subject parcel to be eligible for code enforcement lien forgiveness pursuant to this article:

(1) The subject property must comply with all city ordinances.

(2) The order for fines and costs entered pursuant to Chapter 2, Article X of this Code of Ordinances upon which a lien against real property is based and for which forgiveness is sought pursuant to this article shall have been recorded in the public records of Columbia County for a period of no less than two (2) years.

(3) If the subject property is the subject of a foreclosure action to foreclose the lien for which application for lien forgiveness is being made, a final judgment of foreclosure shall not have been entered by the court in such foreclosure action.

Sec. 2-427. Application for satisfaction, reduction, or release of code enforcement liens.

(a) Where, pursuant to Chapter 162, Florida Statutes, a certified copy of an order imposing fines and costs against a violator has been recorded in the public records of Columbia County, Florida, and has become a lien against real property, an applicant may apply for satisfaction of the order imposing fines and costs, and release of the lien against real property of the violator arising therefrom as follows:

(1) The applicant shall complete and submit to the city manager or city manager's designee on such forms as the city manager shall prepare and designate for such purpose an application for release of lien and satisfaction of the corresponding order imposing fines, costs, and assessing other amounts payable to the city pursuant to Article X of this chapter; and such other required documents as set forth in this article. The city manager may require representations of fact provided by an applicant be sworn to and subscribed by the applicant in the presence of a notary.

(2) The applicant shall remit in the form set forth herein full payment of (i) one thousand five hundred dollars (\$1,500), plus (ii) that portion of the order imposing fines and costs reflecting the cost of repairs, if any, incurred by the city pursuant to Section 162.09(1), Florida Statutes, plus (iii) interest at the rate established pursuant to Section 55.03, Florida Statutes on that portion of the order arising from the foregoing clause (ii) of this subparagraph (a)(2).

(b) The application for forgiveness of the fine or lien shall be in written form, typed or handwritten on a city-designated application, and shall be submitted

to the city manager or city manager's designee. The application shall include, but not be limited to, the following information:

(1) The applicant's name, physical address, mailing address, telephone number, and email address;

(2) The name of the person or entity having fee simple ownership of the subject property;

(3) The relationship between the applicant and the person or entity having fee simple ownership of the subject property;

(4) The physical address of the subject property, if assigned;

(5) The tax parcel identification number assigned by the Columbia County Property Appraiser for the subject property;

(6) A copy of the recorded order imposing a fine and/or other amounts upon the violator, and creating a lien on real property, which order includes the code enforcement case number;

(7) The date on which the violations cited in the applicable order were remedied and the subject property brought into compliance with city codes;

(8) Payment to the "City of Lake City, Florida" of the total of amounts due the city pursuant to this article, such payment being by United States currency, a financial institution cashier's check, money order, attorney's trust account check, or check drawn on an escrow account maintained by a title insurance agency pursuant to Section 626.8473, Florida Statutes.

(c) Upon receipt of the completed application for forgiveness of the fine or lien the city manager or city manager's designee shall confirm the applicant has (i) fulfilled all conditions precedent to submission of an application pursuant to Section 2-426, (ii) violations resulting in the order imposing penalty or fine have been repaired/remedied, and (iii) the subject property is otherwise in compliance with all applicable city codes. If all information required by the application has been provided by the applicant, the application is otherwise complete, the violation resulting in the order imposing penalty or fine have been repaired/remedied, the subject property otherwise brought into compliance with applicable city codes, and there presently exists no violation of city code upon the subject property, the city manager or city manager's designee shall execute, cause to be recorded, and provide to the applicant (and violator, if applicable) a satisfaction of the order imposing fines and costs, and

release of lien applicable to the order and lien for which application for forgiveness was made.

(e) Provided each and all of the applicable conditions set forth in this article are met, the city manager or city manager's designee shall approve the application.

(f) When a judgment is satisfied and lien released pursuant to the forgiveness program, the city manager or city manager's designee shall execute and record in the public records of Columbia County, Florida, a satisfaction of order imposing fines and costs and release of lien corresponding to the recorded order imposing fines and costs for which application for forgiveness was made by the applicant.

Sec. 2-428. Other lien releases.

In addition to the satisfaction of order imposing fines and costs and release of liens described above, the city manager or city manager's designee shall execute a release of a code compliance or code enforcement lien which has been deemed in writing by the city attorney to be legally unenforceable or uncollectable for one or more of the following reasons:

(1) The lien is more than twenty (20) years old; or the statute of limitations applicable to the lien has otherwise expired;

(2) The lien was properly foreclosed by order of a court of competent jurisdiction;

(3) The lien was properly discharged in a bankruptcy proceeding by the order of a bankruptcy court;

(4) The property encumbered by the fine or lien is currently owned by the city; or

(5) Any other reason as determined by the city attorney establishing a lien is legal unenforceable or the fines and other amounts due pursuant thereto are uncollectable.

Sec. 2-429. Delegation of Authority

The city council hereby delegates to the city manager or city manager's designee the authority to review and consider applications pursuant to the Forgiveness Program, to make determinations as provided herein, and to

execute and record satisfactions of orders imposing fines and costs, and releases of lien pursuant to this article.

Sec. 2-430. Sunset Review

This article shall stand repealed on April 1, 2031 unless reviewed and saved from repeal through reenactment by the city council. Notwithstanding the foregoing sentence, the city manager or city manager's designee shall, with respect to all complete applications submitted to and received by the city manager or city manager's designee prior to April 1, 2031, retain the powers and authority delegated in this article to act on and make determinations with respect to such timely submitted complete applications.

SECTION 3. SEVERABILITY.

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

SECTION 4. CODIFICATION AND SCRIVENOR'S ERRORS.

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

SECTION 5. REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS.

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

SECTION 6. EFFECTIVE DATE

This ordinance shall be effective as of the date of its adoption.

- 226 **PASSED** upon first reading this ____ day of October, 2025.
- 227 **NOTICE PUBLISHED** on the ____ day of October, 2025.
- 228 **PASSED AND ADOPTED** on the second and final reading this ____ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

9. City Council Ordinance No. 2025-2342 (first reading) - An ordinance of the City of Lake City, Florida, relating to the presence of minors in businesses selling alcoholic beverages; repealing Chapter 6, Section 6-5 of the City of Lake City Code of Ordinances in its entirety; providing direction for codification of this ordinance; repealing all ordinances in conflict; providing for severability; and providing for an effective date.

Adopt City Council Ordinance No. 2025-2342 on first reading

CITY OF LAKE CITY, FLORIDA

ORDINANCE NUMBER 2025-2342

1 **AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO THE**
2 **PRESENCE OF MINORS IN BUSINESSES SELLING ALCOHOLIC BEVERAGES;**
3 **REPEALING CHAPTER 6, SECTION 6-5 OF THE CITY OF LAKE CITY CODE OF**
4 **ORDINANCES IN ITS ENTIRETY; PROVIDING DIRECTION FOR CODIFICATION**
5 **OF THIS ORDINANCE; REPEALING ALL ORDINANCES IN CONFLICT;**
6 **PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

7 **WHEREAS**, Chapter 6, Section 6-5 of the City of Lake City (the “City”) Code of Ordinances (the
8 “Code”) prohibits a person licensed by the State of Florida, Division of Alcoholic Beverages and
9 Tobacco (a “Licensee”) from selling alcoholic beverages on such licensed premises while a person
10 under the age of twenty-one (21) years is present on such premises; and

11 **WHEREAS**, it is now common for restaurants and other eating establishments to provide food and
12 other amenities to people under the age of twenty-one (21) years, including children
13 accompanied by parents, while also serving alcohol to others twenty-one (21) years of age and
14 older in such establishment; and

15 **WHEREAS**, Chapter 6, Section 6-5 of the Code has not been enforced by the law enforcement
16 authorities in the City at any time in recent memory; and

17 **WHEREAS**, state statutes and regulations permit establishments which serve alcohol to examine
18 their risks and to self-regulate the age of those who are permitted on their premises while alcohol
19 is served to those of a legal age to purchase it; and

20 **WHEREAS**, repealing Chapter 6, Section 6-5 of the Code would align the Code with current social,
21 economic, and law enforcement practices; and

22 **WHEREAS**, the City Council desires to repeal Chapter 6, Section 6-5 of the Code in its entirety;
23 and

24 **WHEREAS**, the City Council, being fully advised of the facts and circumstances recited herein
25 hereby finds and determines the repeal of Chapter 6, Section 6-5 of the Code to be in the interests
26 of the general welfare and the interests of the public:

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

SECTION 1. CHAPTER 6, SECTION 6-5. OF THE CODE OF ORDINANCES OF THE CITY OF LAKE CITY, FLORIDA IS REPEALED AND AMENDED AS FOLLOWS:

~~Sec. 6-5. – Persons under 21 on premises.~~ [Reserved]

~~No person licensed under the division to sell alcoholic beverages for consumption on the premises shall permit persons under 21 years of age to go in or remain on the premises of such place of business even though accompanied by an adult person.~~

SECTION 2. CODIFICATION

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

SECTION 3. REPEAL OF ORDINANCES IN CONFLICT

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

SECTION 4. PROVIDING FOR SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

APPROVED, UPON THE FIRST READING, by the City Council of the City of Lake City at a regular meeting, on the ____ day of October, 2025.

PUBLICLY NOTICED, in a newspaper of general circulation in the City of Lake City, Florida, by the City Clerk of the City of Lake City, Florida on the ____ day of October, 2025.

APPROVED UPON THE SECOND READING, AND ADOPTED ON FINAL PASSAGE, by an affirmative vote of a majority of a quorum present of the City Council of Lake City, Florida, at a regularly scheduled meeting this ____ day of October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Noah E. Walker, Mayor

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

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

File Attachments for Item:

10. City Council Resolution No. 2025-137 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Insituform Technologies, LLC, a Delaware Limited Liability Company, for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure Services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Cured in Place Pipe (CIPP) Rehabilitation Services (Piggyback - City of Daytona Beach)

DEPT / OFFICE: Airport

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Ed Bunnell	Date 9/04/2025
Recommended Action: Approve a piggyback contract for cured in place pipe rehabilitation services for a project at Airport.		
Summary Explanation & Background: The City of Daytona Beach awarded a general services term contract for cured in place pipe rehabilitation of stormwater pipes and sanitary sewer mains throughout the City on an as needed basis. The City of Dayton Beach received five (5) responses to their Invitation For Bid (2506ITB) in which Insituform Technologies, LLC was the lowest responsive bidder. The contract was awarded to Insituform on April 3, 2025. The term of this contract is for three (3) years, with option for up to two (2) additional one (1) year renewals. The Airport will use this Piggyback contract for the Florida Department of Transportation Public Transportation Grant Agreement (PTGA) 44380-4-94-01 Construction of Taxiway A Pipe Repairs approved by Resolution 2025-055.		
Alternatives: Decline to piggyback on the City of Daytona Beach's awarded contract (2506ITB) and seek separate procurement.		
Source of Funds: PTGA 44380-4-94-01 Grant funds in the amount of \$300,000.00.		
Financial Impact: \$188,1720.00		
Exhibits Attached: Piggyback Contract (City of Daytona Beach with Insituform Technologies, LLC), Proposal		

RESOLUTION NO 2025 - 137

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND INSITUFORM TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR TRENCHLESS REHABILITATION AND MAINTENANCE OF PIPELINE INFRASTRUCTURE SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has an ongoing need for certain trenchless rehabilitation and maintenance of pipeline infrastructure services (the “Services”); and

WHEREAS, pursuant to and in full compliance with the City’s purchasing policies, on July 21, 2025 the City Council approved and adopted Resolution 2025-103 which authorized the Mayor to execute a contract with Insituform Technologies, LLC, a Delaware limited liability company (the “Vendor”) pursuant to a “piggyback” procurement process conducted by the County of DuPage, Illinois identified as RFP No. 23-065-PW (the “DuPage RFP”); and

WHEREAS, thereafter, the State of Florida Department of Transportation (the “Agency”) determined the City’s procurement pursuant to the DuPage RFP did not comply with the Agency’s procurement policies, notwithstanding it complied with the City’s procurement policies; and

WHEREAS, the Agency recommended the City piggyback on a procurement process performed by a Florida governmental entity; and

WHEREAS, the City of Daytona Beach, Florida negotiated a contract with Insituform

Technologies, LLC., a Delaware limited liability company (the “Vendor”) to provide the Services to the City of Daytona Beach, Florida pursuant to its Invitation to Bid Number 2506ITB (the “Daytona ITB”); and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by the City of Daytona Beach, Florida; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with the City of Daytona Beach, Florida; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of Exhibit “A” attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor’s services is in the public interest and in the interests of the City; now therefore

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

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

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

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the “Agreement”) is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**Insituform Technologies, Inc
580 Goddard Avenue
Chesterfield, MO 33005**

(the “Vendor”).

WITNESSETH:

WHEREAS, on **April 3, 2025, City of Daytona Beach**(the “Original Procuring Government”) awarded **2506 ITB Cured in Place Pipe Rehabilitation of Stormwater Pipes and Sanitary Sewer Mains** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit ‘A’ (the “Original Procurement Bid and Contract”); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide “piggyback” services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the Florida Department of Transportation Public Transportation Grant (PTGA) 44380-4-94-01 for the Construction of Taxiway A Pipe Repairs, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit ‘A’, specifically including:
 - i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

- ii. All special conditions of the Original Procurement Bid and Contract Documents;
- iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;
- iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement Bid and Contract Documents;
- v. All addenda to the Original Procurement Bid and Contract Documents;
- vi. All insurance requirements are outlined in the original procurement bid and contract documents.
- vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and
- viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes*. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement

documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **April 2, 2028**. The Original Procurement Bid and Contract provides for two **(2) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.
4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

Exhibit "F" as in the original bid documents.

The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and

specifically, Contractor shall:

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

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

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

8. Liability and Insurance.

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

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

INSITUFORM TECHNOLOGIES LLC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, 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

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

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

EXHIBIT "C"
[IF NECESSARY]

File Attachments for Item:

11. City Council Resolution No. 2025-142 - A resolution of the City of Lake City, Florida, approving an amendment to that certain Advanced Metering Infrastructure Agreement between the City and Sensus USA, Inc., a Delaware Corporation, for software upgrades relating to meter readings for the Utility Department; making certain findings of fact in support of the City approving said agreement; correcting information provided in Resolution No. 2025-123 adopted by the City Council on September 3, 2025; recognizing the authority of the Mayor to execute and bind the City to said amendment; 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: Sensus Amendment #1

DEPT / OFFICE: Procurement

Originator: Brenda Karr		
City Manager Don Rosenthal	Department Director Katrina Medearis/Jason Dumas	Date 8/25/2025
Recommended Action: Approve the first amendment to the Sensus Advanced Metering Infrastructure Agreement.		
Summary Explanation & Background: An agreement was established by Resolution 2015-058 for an advanced metering infrastructure agreement with Sensus USA Inc. for software upgrade relating to meter reading for the Utility department, in September 2015. The term of this agreement was for ten years and will be expiring soon. At this time, it is in the best interest of the City to extend the term of this agreement for a second term of ten years at a cost not to exceed \$191,921.92.		
Alternatives: Not approve		
Source of Funds: 410.70.536-030.49		
Financial Impact: \$191,921.92		
Exhibits Attached: Resolution, First Amendment to the AMI agreement		

RESOLUTION NO 2025 - 142

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING AN AMENDMENT TO THAT CERTAIN ADVANCED METERING INFRASTRUCTURE AGREEMENT BETWEEN THE CITY AND SENSUS USA, INC., A DELAWARE CORPORATION, FOR SOFTWARE UPGRADES RELATING TO METER READINGS FOR THE UTILITY DEPARTMENT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AMENDMENT; CORRECTING INFORMATION PROVIDED IN RESOLUTION 2025-123 ADOPTED BY THE CITY COUNCIL ON SEPTEMBER 3, 2025; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by adoption of Resolution 2015-058, the City of Lake City (the “City”) approved an agreement for meter reading software services with Sensus USA Inc., a Delaware corporation (the “Vendor”); and

WHEREAS, the effective date of the agreement between the City and the Vendor for meter reading software services was September 23, 2015 (the “Original Agreement”) with an initial term of ten (10) years (the “Initial Term”); and

WHEREAS, the Initial Term expires on September 23, 2025 and the City and the Vendor mutually desire to extend the Original Agreement for a second term of ten (10) years by adopting an amendment to the Original Agreement (the “Renewal Amendment”); and

WHEREAS, the cost for the first five (5) years of the Renewal Amendment is at a cost not to exceed \$191,921.92; and

WHEREAS, to maintain the current level and scope of services delivered by Vendor to the City pursuant to the Renewal Amendment the cost for the second five (5) years of the Renewal Amendment is at a cost not to exceed \$222,489.94; and

WHEREAS, the Renewal Amendment also amends the Original Agreement by revising certain provisions concerning Intellectual Property Rights and Data Privacy; and

WHEREAS, the intent of this resolution is to correct incorrect information set forth in that certain Resolution 2025-123 adopted by the City Council on September 3, 2025, and to affirm the City’s intent to engage the Vendor to provide the services set forth in the Original Agreement as modified by the Renewal Amendment pursuant to the terms of such instruments; and

WHEREAS, continuing to engage the Vendor's services by approving the Renewal Amendment 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. Continuing to engage the Vendor's to provide meter reading software services by approving the Renewal Amendment is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Renewal Amendment in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Renewal Amendment; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Renewal Amendment; 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 October, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

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

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
("First Amendment")

This First Amendment is made this ____ day of _____ 2025 ("Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 637 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Lake City, a city formed in the State of Florida, ("Customer").

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on September 23, 2015 ("Agreement"); and

WHEREAS the parties desire to amend the Agreement according to the terms and conditions in this First Amendment.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those term in the Agreement.
2. **Term.** By way of this First Amendment, the parties agree that the second paragraph of the Agreement is replaced in its entirety with the following:

This Agreement shall commence on the Effective Date and continue for/until: Ten (10) years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew an additional term of ten (10) years ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and each Renewal Term.

3. **Intellectual Property.** Section 5.E. of the Agreement is hereby replaced in its entirety with the following:

E. **Intellectual Property Rights.**

- i. Software and Materials. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. Customer Data. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or AMI System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.

4. **Data Privacy.** New Section 5.P. is hereby added to the Agreement:

P. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.

5. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Agreement, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF LAKE CITY, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____